

APPENDIX F

MIAMI BEACH

Altos del Mar Park Master Plan

RFQ No. 2015-016-YG Architectural and Engineering Design Services for the Altos del Mar Park Project

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Altos Del Mar Park Master Plan Preferred Alternative Summary

City of Miami Beach, Florida



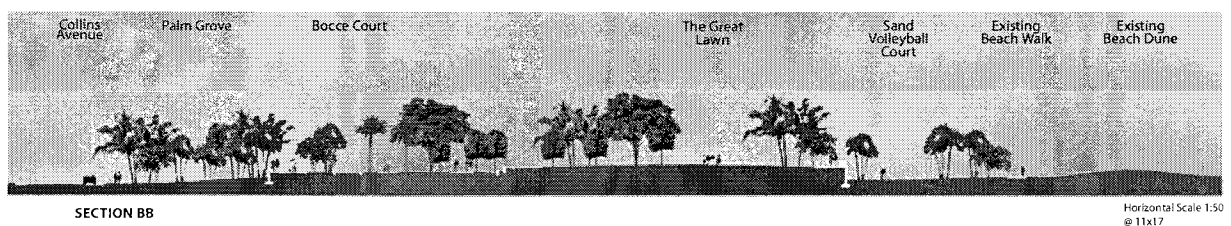
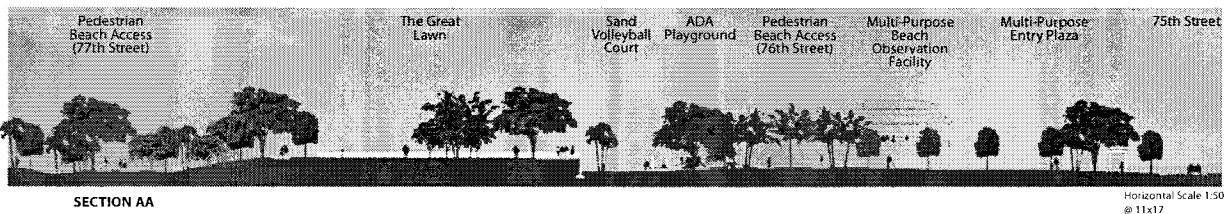
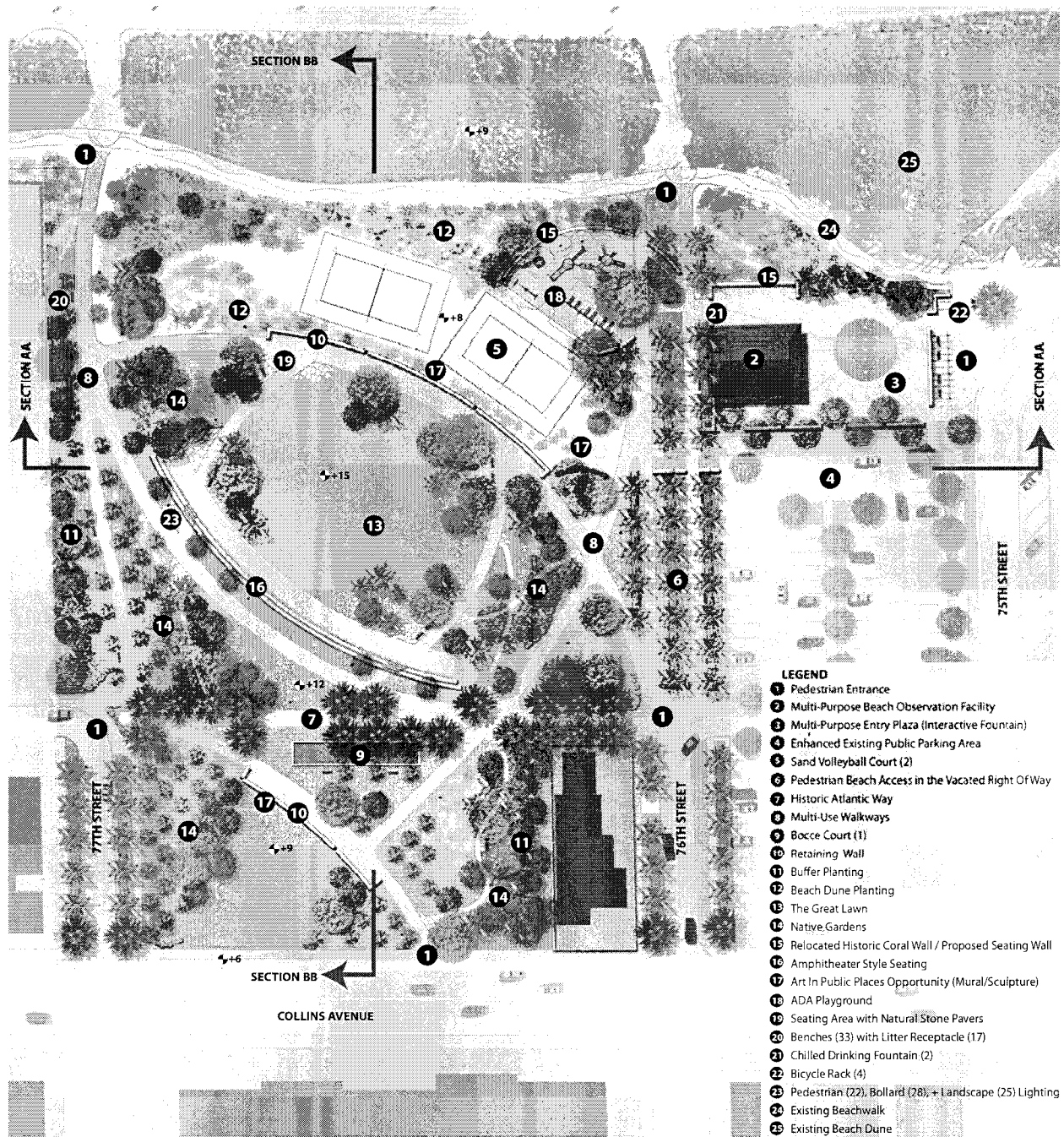
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Preferred Alternative Plan

B



Preferred Alternative Summary

C

Altos Del Mar Park Preferred Alternative

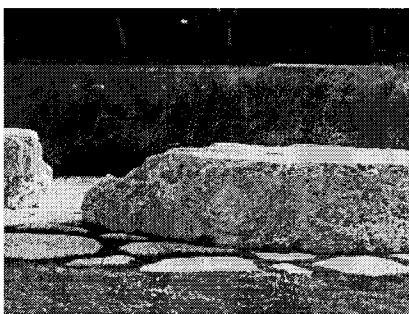
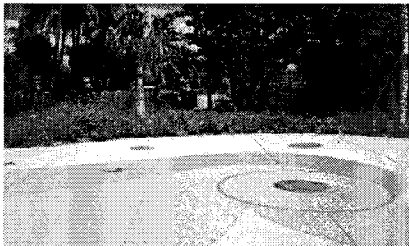
The City of Miami Beach (City) selected AECOM to provide professional services to develop a Master Plan for Altos Del Mar Park. Altos Del Mar Park located on Collins Avenue between 76th and 77th Street is one of the last undeveloped beach front parcels with in the City of Miami Beach. The undeveloped 2.5 acre park currently offers a wide variety of passive public space and open space uses located along 76th Street. Along the southern edge of the park there is a Miami-Dade County Public Library and a municipal surface parking area. The park also offers an undefined pedestrian connection to the beachwalk and beach. The principle design goal for Altos Del Mar Park is to provide for passive and accessible recreational needs of area residents through a neighborhood master plan development involving a process that included the assistance and input of community residents and the approval of City's key stakeholders. A preferred alternative for Altos Del Mar Park was selected involving the community residents and the City's key stakeholders that will aim to provide for the needs of area residents.

Key Preferred Alternative park element improvements for Altos Del Mar Park includes:

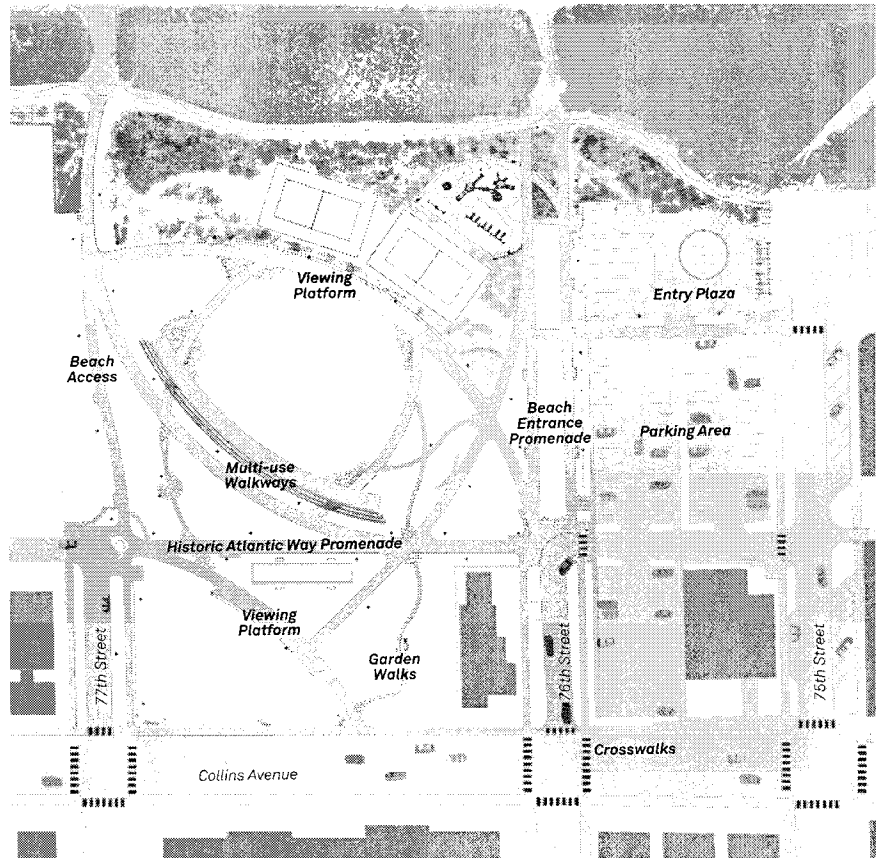
- Vehicular and Pedestrian Circulation
 - Define pedestrian entry points
 - Widen perimeter sidewalks and introduce crosswalks at key intersections
 - Vacate 76th Street Right of Way for pedestrian use
 - Introduce a network of internal multi-use walkways
 - Reconfigured municipal parking and entry points
 - Apply crime prevention through environmental design (CPTED) practices
- Multi-Purpose Entry Plaza
 - Proposed a 2,600 square feet two level multi-purpose beach observation facility
 - Located on the southeast corner within the City's municipal surface parking
 - To contain storage, mechanical room, and accessible restrooms and second level observation area
 - Architectural style of the Biscayne Bay House of Refuge circa 1921
 - Outdoor showers
 - Interactive water feature (36'-0" diameter)
 - Shaded sitting areas
- Recreation
 - Beach side botanical garden experience with interpretive signage
 - Proposed bocce court
 - Inclusive playground equipment and swings on poured-in-place safety surface
 - Potential for two sand volleyball courts
 - Center lawn platform with water views
 - Art in public places opportunities
- Furnishings
 - Park and pedestrian lighting
 - Park benches and shaded sitting areas with natural stone pavers
 - Provide chilled water drinking fountains
 - Litter receptacles
 - Bike Racks
- Landscape
 - Introduction of rain gardens as aesthetic enhancements to retention areas
 - Perimeter native buffer planting
 - Promote the use of indigenous plant material
 - Relocated historic coral stone sitting walls
 - Accentuate viewing corridors
 - Introduction of perimeter delineation

Vehicular and Pedestrian Circulation

Circulation is often the major driver in planning efforts in setting the framework for park elements and overall design intent. The vehicular and pedestrian circulation recommendation for Altos Del Mar Park reflects the need to establish an efficient, functional, and safe circulation system that can serve both the current and future surrounding community needs. The preferred alternative recommends establishing a well-defined hierarchy of accessible multi-use walkways with multi-purpose use and materials options with well defined pedestrian entry points along 77th, 76th and 75th Street, and Collins Avenue. The plan introduces pedestrian crosswalks access on Collins Avenue for safe connections to adjacent neighborhoods. Also, the partially vacated 76th Street right-of-way is reconfigured to only allow vehicular access to adjacent municipal parking area and promote a pedestrian promenade to the Beachwalk. The parking area is reconfigured for the entry plaza at 75th Street and Ocean Terrace. All paved surface should utilize sustainable or "green" construction principles utilizing both recycled and recyclable materials, including pervious paving to reduce stormwater runoff. The net result will be an interconnected public space system featuring an intuitive and visually clear circulation pattern that streamlines movement, offers varied experiences for people of all ages and abilities, and minimizes vehicular conflicts.



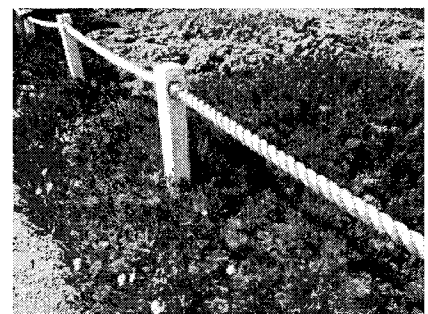
Paving Options



Altos Del Mar Park Vehicular and Pedestrian Circulation



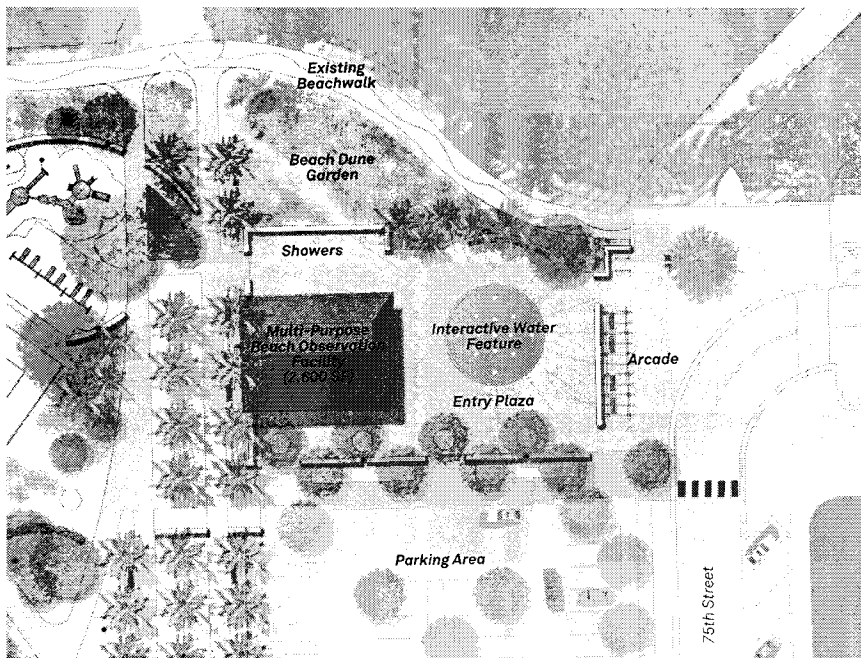
Park Sign



Perimeter Delineation

Multi-Purpose Entry Plaza

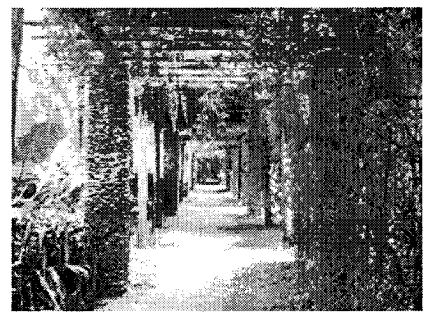
The preferred alternative illustrates an entry plaza located on the southeast corner at Ocean Terrace and 75th Street that provides a multi-purpose beach observation facility, outdoor showers, sitting areas, and interactive water feature. Through the master planning process, community residents and the City's key stakeholders expressed the need to provide a multi-purpose facility that would house storage and accessible restrooms for public use. The discussion also resulted in the possibilities of a covered area that would allow the residents to view the water from a high point and integrated as part of the multi-use facility. In addition, an interactive water feature was added as part of the entry plaza with mechanical equipment located within the multi-purpose facility. All proposed amenities are to be fully accessible and are to have energy-efficient elements that employ sustainable technique to reduce the impact of development and decrease energy demands through environmental control strategies. The plan seeks to implement the use of natural lighting, or daylight, providing adequate illumination, significantly decreasing the need for supplemental artificial lighting, reducing lighting costs as well as decreasing residual heat given off by electric lighting. The interior spaces of the facilities should be designed with flexibility and durability to accommodate growing and changing community needs. The multi-purpose facility should be defined and recognized as a point of entry to the park and aesthetics and architectural characteristics features might incorporate the Biscayne Bay House of Refuge as it appeared circa 1921.



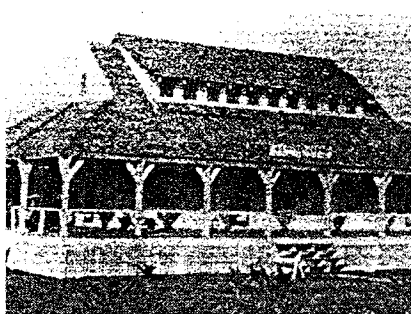
Altos Del Mar Park Entry Plaza



Sitting Wall with Specialty Paving



Shaded Sitting Area



Biscayne Bay House of Refuge circa 1921



Hutchinson House of Refuge, Stuart, FL



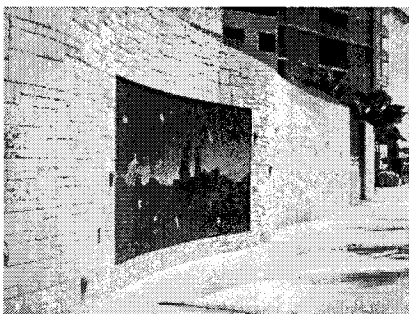
Interactive Water Feature

Recreation

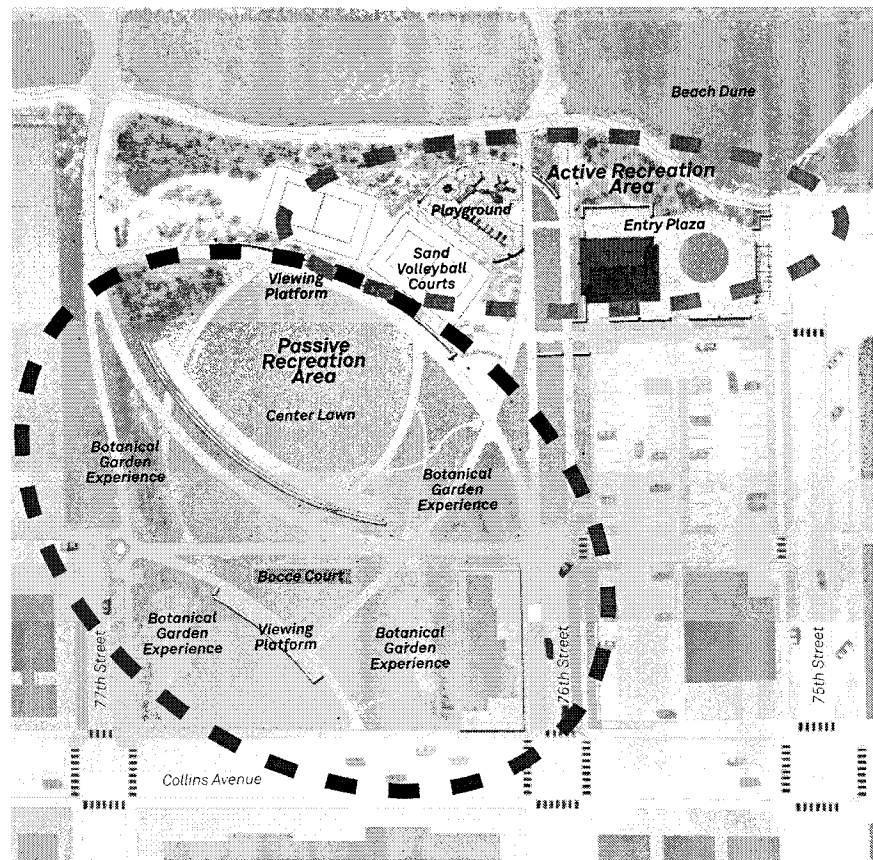
During the visioning process the planning team, community residents and the City's key stakeholders discussed various ideas for meeting the community's current and future needs including reenergizing Altos Del Mar Park. The first step was to establish Altos Del Mar Park as a passive recreation park. The most active function of the passive recreational component of the park includes two sand volleyball courts and a bocce court with shaded sitting areas for game viewing. The park will also include inclusive playground equipment with a modern design style with vibrant color and on a poured-in-place safety surface. Also, play area includes safe space for swings and other active accessible play equipment. Through the community efforts, playground adjacency to facility bathrooms was an essential aspect of placement. The existing tranquility offered by the park will be continued through establishing passive recreation area that includes the center lawn, and interpretive signage botanical garden experience. Flexible seating should be provided with shade, through vegetation measures to ensure a tolerable environment during hot months. All designated areas are an essential element in designing outdoor spaces and defining the park's identity as a passive neighborhood park.



Proposed Accessible Playground Equipment



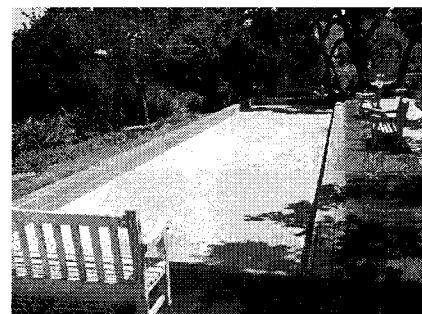
Art In Public Places Opportunity (Murals)



Altos Del Mar Park Recreation Diagram



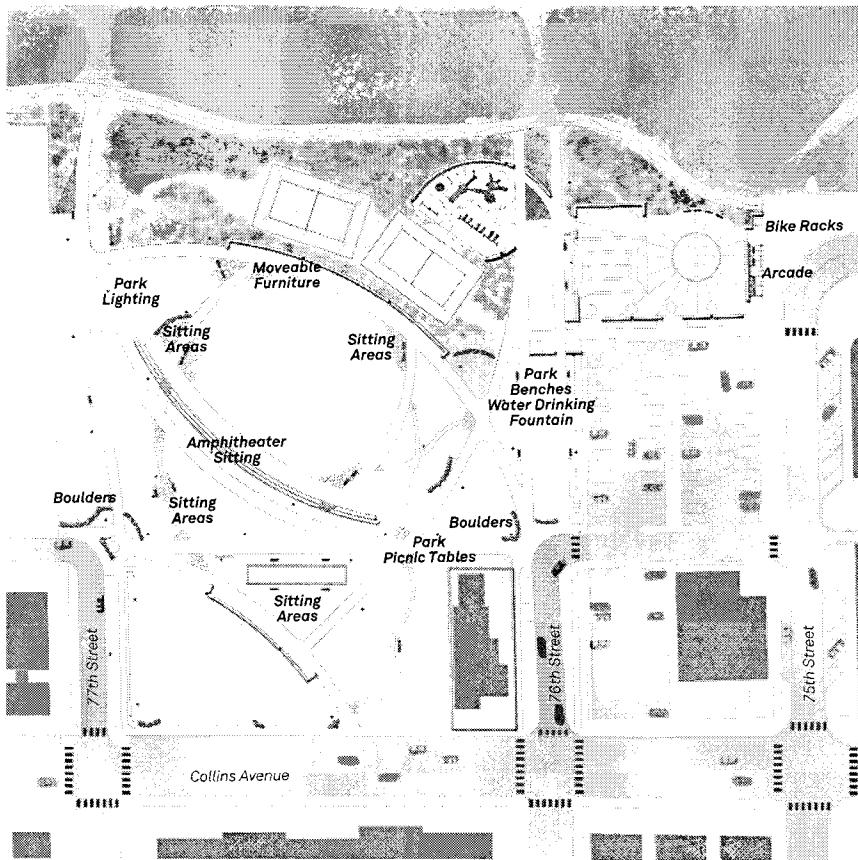
Botanical Garden Experience



Bocce Court

Furnishings

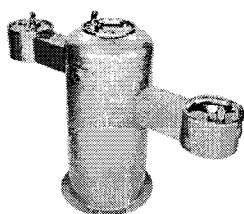
Altos Del Mar Park will continue the City's palette of street furnishings as it provides continuity throughout the City. Amongst the furniture standards, pedestrian lighting locations are identified throughout the park with a design style that is in keeping with the architectural style of the City's Beachwalk. Similar to street lighting, pedestrian lighting is critical to safety, productivity, and aesthetics of the park. The pedestrian lighting should consider the most traveled pathways and be placed at the human scale. Outdoor areas with comfortable light levels are more active and populated with users. Care should be taken to minimize light pollution and meet City's adopted Turtle Nesting Protection Ordinance to minimize impact of artificial lighting on hatchlings and nesting sea turtles. As a secondary form of transportation, bicycling is an efficient form of transportation and the park will include bike parking at the entrance of the park for easy access and safety. Sitting areas will be allocated at key areas of the park and should be placed in locations that will capture the natural shade provided by the mature vegetation. The sitting areas will include pedestrian lighting, park benches, and litter receptacles. Sitting areas will also be created of small retaining walls and natural stones.



Altos Del Mar Park Furnishing Diagram



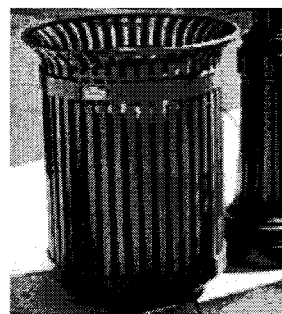
Pedestrian Lighting



Drinking Fountain



Park Benches



Litter Receptacle



Proposed Bike Racks

Landscape

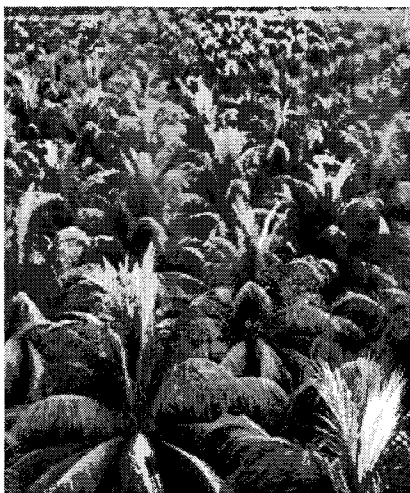
Landscape has an important place in defining spaces and enhancing the function of those spaces. Low-maintenance landscape that is native or adaptable to the South Florida environment may be placed to provide shade to walkways and other park amenities and create a similar experience as found at Fairchild Tropical Botanical Gardens. The landscape is key to the aesthetics of the park by unifying elements of the natural and built environment. Landscape should be incorporated for separating pedestrian from vehicular traffic as well as creating natural buffers to visually protect neighboring residents from park users. Trees and palms should be placed to create shaded groves with punctures of sunlight creating visual focal points. In addition to the protection of existing ecosystem, stormwater management strategy inadequately graded can have significant effects on the park's use. The proposed strategy is to implement a stormwater treatment sequence consisting of infiltration and bioswales as pretreatment. These areas should be treated as rain gardens and planted with natives or native cultivars with either herbaceous perennials, woody shrubs or trees. It is essential for the longevity and effectiveness of the natural component strategies at Altos Del Mar Park that a proper connection to beach dune planting is conducted and implemented.



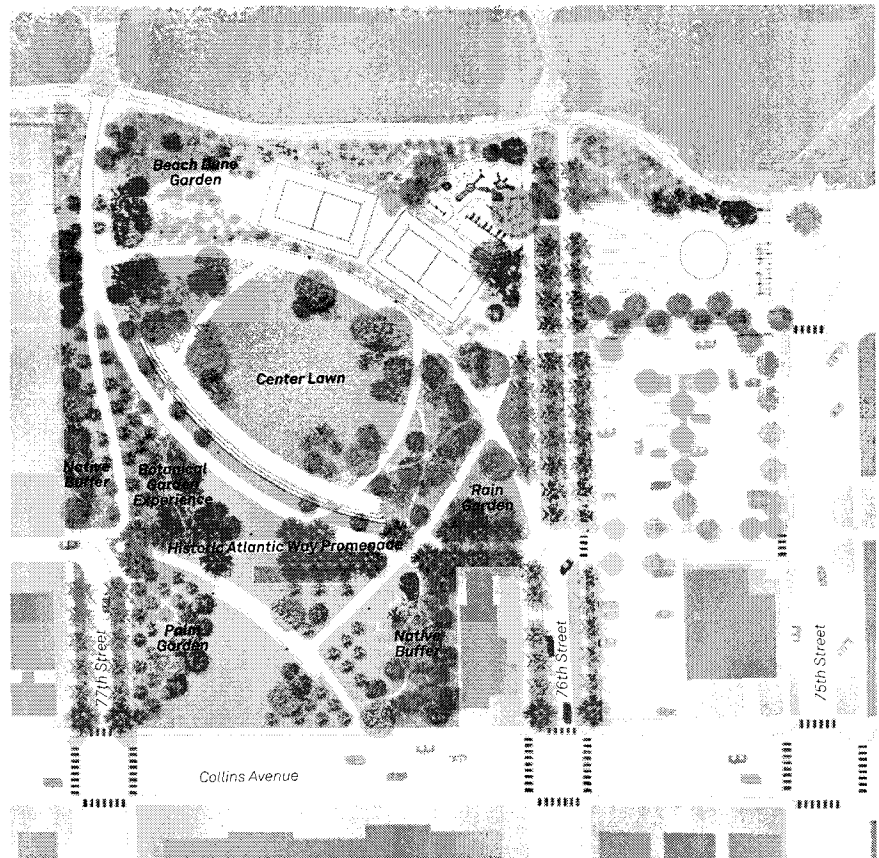
Proposed Native Buffer Planting



Proposed Native Gardens



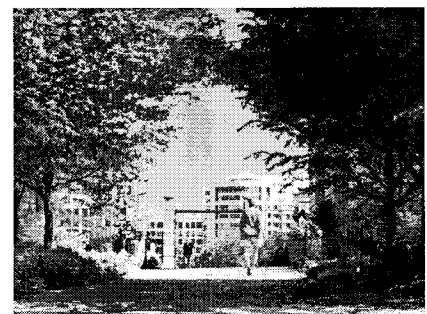
Palm Garden



Altos Del Mar Park Landscape Diagram

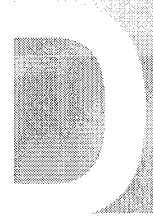


Beachside Garden



Accentuate Viewing Corridors

Preferred Alternative
Statement of Probable Cost



Altos Del Mar Park Master Plan Preferred Alternative

Preferred Alternative Take-Off Quantities & Opinion of Probable Cost
May 30, 2014

Summary of Program Elements

Items	Base Qty	Add'l Program Element QTYs	Unit	Unit Cost	Base Cost	Cost of Add'l Program Elements	Full Scope Cost	Notes
DEMOLITION								
Clearing and Grubbing	4		AC	\$ 10,000.00	\$ 43,000.00	\$ -	\$ 43,000.00	includes proposed plaza area
Asphalt Removal	1,565		SY	\$ 10.00	\$ 15,650.00	\$ -	\$ 15,650.00	includes partial parking area and 76th St east of Collins Ave
HARDSCAPE								
City Sidewalk (5')	2,650		SF	\$ 6.00	\$ 15,900.00	\$ -	\$ 15,900.00	Tooled edge, integral color "Miami Beach Red"
Park Sidewalk (8')	17,320		SF	\$ 6.00	\$ 103,920.00	\$ -	\$ 103,920.00	Tooled edge, integral color "Miami Beach Red"
Park Sidewalk (10')	10,100		SF	\$ 6.00	\$ 60,600.00	\$ -	\$ 60,600.00	Tooled edge, integral color "Miami Beach Red"
Park Sidewalk (14')	7,210		SF	\$ 6.00	\$ 43,260.00	\$ -	\$ 43,260.00	Tooled edge, integral color "Miami Beach Red", 14' wide observation areas
Graveled walkways (4')	1,800		SF	\$ 2.50	\$ 4,500.00	\$ -	\$ 4,500.00	Stone dust, crushed coral rock, stabilizer solution
Conc Band	720		LF	\$ 9.00	\$ 6,480.00	\$ -	\$ 6,480.00	12" wide band, integral color "Miami Beach Red", 76th St driveway
New brick street	380		SY	\$ 38.00	\$ 14,440.00	\$ -	\$ 14,440.00	76th St brick pattern to match 77th St
Perimeter Fencing Delineation	1,070		LF	\$ 28.00	\$ 29,960.00	\$ -	\$ 29,960.00	Rope and post along park perimeters
Park Sign	2		EA	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	
Traffic signage allowance	6		EA	\$ 250.00	\$ 1,500.00	\$ -	\$ 1,500.00	
Oolite Stone boulder 4' - 5'	50		EA	\$ 30.00	\$ 1,500.00	\$ -	\$ 1,500.00	To be used as landscape features / perimeter delineation / retaining walls
New Stone Seatwall 18" Hgt	45		LF	\$ 150.00	\$ 6,750.00	\$ -	\$ 6,750.00	Oolite stone wall with smooth seating top
Relocated Historic Seatwall	300		LF	\$ 150.00	\$ 45,000.00	\$ -	\$ 45,000.00	Includes historic seatwall relocation to New Plaza
Retaining Wall	315		LF	\$ 556.00	\$ 175,140.00	\$ -	\$ 175,140.00	Concrete art retaining wall (art installation possibilities)
Concrete Steps	130		SF	\$ 15.00	\$ 1,950.00	\$ -	\$ 1,950.00	At central lawn area
Handrails at Steps	24		LF	\$ 100.00	\$ 2,400.00	\$ -	\$ 2,400.00	At central lawn area
Wide Concrete Steps	1,500		SF	\$ 15.00	\$ 22,500.00	\$ -	\$ 22,500.00	"Amphitheater" style concrete step at central lawn plinth
Stepping Stones	3,200		SF	\$ 22.00	\$ 70,400.00	\$ -	\$ 70,400.00	
Sand Volleyball Court	2		EA	\$ 8,500.00	\$ 17,000.00	\$ -	\$ 17,000.00	
Booce Court	1		EA	\$ 28,000.00	\$ 28,000.00	\$ -	\$ 28,000.00	Includes concrete border and bumper board system
Drinking Fountains	2		EA	\$ 1,800.00	\$ 3,600.00	\$ -	\$ 3,600.00	Utilities are not included
Benches	33		EA	\$ 1,500.00	\$ 49,500.00	\$ -	\$ 49,500.00	Arcata aluminum w/arms and back - Landscape Forms
Picnic Tables			EA	\$ 1,500.00	\$ -	\$ -	\$ -	
Waste Receptacles	17		EA	\$ 1,100.00	\$ 18,700.00	\$ -	\$ 18,700.00	Chase - Landscape Forms
Bike Rack	4		EA	\$ 1,100.00	\$ 4,400.00	\$ -	\$ 4,400.00	Flo Powder Coated - Landscape Forms
Sculpture Stone Plinth	2		EA	\$ 2,500.00	\$ 5,000.00	\$ -	\$ 5,000.00	Allowance
Area Lighting	22		EA	\$ 2,500.00	\$ 55,000.00	\$ -	\$ 55,000.00	12' or 14' poles, LED Acorn fixtures
Low Level Bollard/Path Lighting	28		EA	\$ 775.00	\$ 21,700.00	\$ -	\$ 21,700.00	
Uplighting	25		EA	\$ 500.00	\$ 12,500.00	\$ -	\$ 12,500.00	Specimen Trees / sculptures / art retaining wall
LANDSCAPE								
Trees - Large	6		EA	\$ 1,200.00	\$ 7,200.00	\$ -	\$ 7,200.00	Specimen species
Trees - Medium	45		EA	\$ 475.00	\$ 21,375.00	\$ -	\$ 21,375.00	
Trees - Small	95		EA	\$ 350.00	\$ 33,250.00	\$ -	\$ 33,250.00	
Trees - Palm Feature	28		EA	\$ 8,000.00	\$ 224,000.00	\$ -	\$ 224,000.00	20' Medjool/Other
Trees - Palm Accent	80		EA	\$ 1,400.00	\$ 112,000.00	\$ -	\$ 112,000.00	Coconut / Thatch Palms
Trees - Palm	135		EA	\$ 200.00	\$ 27,000.00	\$ -	\$ 27,000.00	14'-20' Sabal
Trees - Relocated	25		EA	\$ 750.00	\$ 18,750.00	\$ -	\$ 18,750.00	Seagrapes / palms
Buffer Planting	5,500		SF	\$ 15.00	\$ 82,500.00	\$ -	\$ 82,500.00	Native buffer planting adjacent to single family homes
Shrubs / Grasses	13,740		SF	\$ 8.00	\$ 109,920.00	\$ -	\$ 109,920.00	3, & 7 gal material
Groundcovers	9,820		SF	\$ 3.50	\$ 34,370.00	\$ -	\$ 34,370.00	Plugs and 1 gal material
Beach Dune Planting	8,800		SF	\$ 4.50	\$ 39,600.00	\$ -	\$ 39,600.00	Infill with Plugs and 1 gal material west of Beachwalk
Sod	46,500		SF	\$ 0.89	\$ 41,385.00	\$ -	\$ 41,385.00	Seashore Paspalum
Irrigation	84,360		SF	\$ 0.65	\$ 54,834.00	\$ -	\$ 54,834.00	100% of sod and planting areas
Utility Services	1		EA	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 40,000.00	Allowance - Water, Sanitary, Storm, Elec.
EARTHWORK								
Site Grading	19,360		SY	\$ 0.90	\$ 17,424.00	\$ -	\$ 17,424.00	
Fine Grading - hardscape areas	9,900		SY	\$ 1.32	\$ 13,068.00	\$ -	\$ 13,068.00	
Earthwork (Required Fill)	7,270		CY	\$ 32.12	\$ 233,512.40	\$ -	\$ 233,512.40	Topographical survey required for accurate fill requirements
Subtotal					\$ 1,994,438.40	\$ -	\$ 1,994,438.40	
Contingency (15%)					\$ 299,165.76	\$ -	\$ 299,165.76	
GRAND TOTAL					\$ 2,293,604.16	\$ -	\$ 2,293,604.16	

Detailed Breakdown of Additional Program Elements

Additional Program Elements	Qty	Unit	Unit Cost	Cost	Notes
House of Rescue Option 1 - Single Story				\$ 540,000.00	
Facility Total	2,160	SF	\$ 250.00	\$ 540,000.00	Biscayne Bay House of Refuge as it appeared circa 1921
Storage	1,080	SF	\$ -	\$ -	
Restrooms	1,080	SF	\$ -	\$ -	
House of Rescue Option 2 - Double Story				\$ 914,000.00	
Facility Total	4,320	SF	\$ 200.00	\$ 864,000.00	Covered Open-air second level - beach observation area
Storage	1,080	SF	\$ -	\$ -	Biscayne Bay House of Refuge as it appeared circa 1921
Restrooms	1,080	SF	\$ -	\$ -	
2nd Level Covered Open Air					
Observation Area	2,160	SF	\$ -	\$ -	
ADA accessible	1	EA	\$ 50,000.00	\$ 50,000.00	Elevator to covered open air second floor
Plaza - Color Concrete	8,940	SF	\$ 6.00	\$ 50,040.00	Integral color "Miami Beach Red"
Plaza - Decorative Concrete	1,190	SF	\$ 10.00	\$ 11,900.00	
Plaza - Bollards	10	EA	\$ 675.00	\$ 6,750.00	
Plaza - Outdoor Showers	3	EA	\$ 3,200.00	\$ 9,600.00	With foot wash
Plaza - Trellis	370	SF	\$ 150.00	\$ 55,500.00	To match existing trellis at 75th St
Plaza - Interactive Fountain	1	EA	\$ 730,000.00	\$ 730,000.00	Allowance
Playground - ADA Playset	1	EA	\$ 71,930.00	\$ 71,930.00	Mod No. 3623 56"x37" 5 to 12 yrs - Landscape Structures
Playground - Stone Seatwall					
18" Hgt	130	LF	\$ 150.00	\$ 19,500.00	Oolite stone wall with smooth seating top
Playground - Safety Surface	4,000	SF	\$ 36.00	\$ 144,000.00	Poured in place safety surface - Landscape Structures
Subtotal - Option 1				\$ 1,638,620.00	
Contingency (15%)				\$ 245,793.00	
Subtotal - Option 2				\$ 2,012,620.00	
Contingency (15%)				\$ 301,893.00	
TOTAL - Option 1				\$ 1,884,413.00	
TOTAL - Option 2				\$ 2,314,513.00	

Park + Additional Program Elements Option 1	\$ 4,178,017.16
Park + Additional Program Elements Option 2	\$ 4,608,117.16

Community Meeting Minutes

F



AECOM
800 Douglas Entrance
North Tower, 2nd Floor
Coral Gables FL 33134
www.aecom.com

305 444 4691 tel
305 447 3580 fax

Memorandum

To	City of Miami Beach
CC	AECOM
Subject	Altos Del Mar Park Master Plan Kick-Off Meeting
From	AECOM
Meeting Date	October 22 nd , 2013

October 22, 2013
10am – 11am
21st Street Community Center
2100 Washington Avenue

Attendees:

John Rebar	johnrebar@miamibeachfl.gov	305-673-7300
John Oldenburg	JohnOldenburg@miamibeachfl.gov	786-415-6708
P.R. Knowles	PhillipKnowles@miamibeachfl.gov	786-229-1462
Brenda Carbonell	BrendaCarbonell@miamibeachfl.gov	305-673-7730
Julio Magrisso	JulioMagrisso@miamibeachfl.gov	305-673-6960
Greg Ault	greg.ault@aecom.com	703-980-0775
Brook Dannemiller	brook.dannemiller@aecom.com	305-447-3575
Gustavo Santana	gustavo.santana@aecom.com	305-447-3545

Attachments:

- *Kick-Off Meeting Agenda*
- *Kick-Off Sign-in Sheet*

Kick-Off Meeting

Introduction and Setting the Stage

- City of Miami Beach Team Members Introduction
 - P.R. Knowles to be prime contact for data request
 - Stakeholders to be identified.
- AECOM Team Members introductions
 - Greg Ault is the PIC
 - Gustavo Santana is the PM and main contact for all requests and data distribution.
- PO Modifications discussed between Brenda Carbonell and Gustavo Santana at the end of the meeting

- PO technical name not the same as signed continuing service agreement with the City
- PO doesn't reflect direct expenses as per the signed Scope and Services agreement with the City.

Envisioning the Future

- Understanding the Present Condition
 - Last open space parcel on the beach that has not been developed
 - Existing pedestrian access to the beach from Collins Avenue
 - Beachwalk section is heavily used by the surrounding community
 - Miami-Dade Public Library to remain
 - Single Family home within the park area
 - Existing vegetation used for shelter by the homeless
 - Surrounded by a heavily involved world class community
- Setting parameters
 - Developing a program that is consistent with the surrounding community
 - Understanding proposed and future surrounding development
 - Defining parameters of the park as management practice for community suggestions
 - CMB+AECOM strategy and consensus on park efforts
- Data request
 - Area demographics/stakeholders
 - Planned park facilities
 - Altos Del Mar Park
 - Regional Open Space
 - Altos Del Mar Park site survey as a working electronic file (GIS or CAD) with the location of the following items:
 - Site boundaries
 - Above and underground utilities
 - Existing facilities including pedestrian walkways, parking area, structures, and any other built areas
 - Trees and large vegetated area locations
 - Topographical survey with contours
 - Proposed park programming
 - CMB Design Guidelines (architectural/open space)
 - Future improvements/development within the district boundaries

Schedule

- Site Visit (Task 2):
 - Monday, November 18, 2013 from 8 – 10am
 - Location: Altos Del Mar Park
 - Expected attendees: AECOM+CMB Staff and Key Stakeholders (as identified by City)
 - Site visit goals
 - Preliminary assessment of the site being impacted
 - Document existing conditions
 - Acknowledge landmarks
 - Record general conditions and character of surrounding properties
 - Visit the public library for possible workshop location

- Internal Workshop (Task 3):
 - Friday, December 13, 2013 from 9am – 1pm
 - Location: TBD (City to be responsible for location)
 - Expected attendees: AECOM+CMB Staff/Key Stakeholders
 - Internal workshop goals:
 - Setting park parameters
 - Park program development
 - Develop opportunities and constraints
 - Develop strategy for the Community Workshop
- Community Workshop (Task 4):
 - Second week of January 2014
 - Location: TBD
 - Expected attendees: AECOM+CMB Staff/Key Stakeholders
 - Community workshop goals:
 - Develop a shared vision for the park
 - Define park's goals and limitations
 - Produce potential ideas that are both financially feasible and environmentally sustainable
 - City to be responsible for the logistics relative to the workshop, including advertisement and providing meeting space

Action Items

- AECOM to commence the inventory and analysis process
 - City to provide requested background data
- Determine location of internal workshop during Site Visit
- Develop potential schedule for the remainder of the project and determine a probable date for final deliverable
- Establish park budget

Attachments:

- *Kick-Off Meeting Agenda*
- *Kick-Off Sign-in Sheet*

City of Miami Beach Altos Del Mar Park Master Plan Kick-off Meeting

Meeting Location: 21st Street Community Center
2100 Washington Avenue

Date: October 22, 2013

Time: 10:00 am – 11:00 am

Agenda:

- 10:00 am Introduction & Setting the Stage**
 - City of Miami Beach Team Members
 - AECOM Team Members
 - PO modifications
- 10:15 am Envisioning the Future**
 - City of Miami Beach Goals & Objectives
 - City vision
 - development program
 - park entry
 - amenities
 - open recreational fields
 - park edges and community interface
 - requirements
 - park issues
 - functional relationships
 - Project Schedule
- 10:45 am Recap & Take Away**
- 11:00 pm Adjourn**

Data Request:

- Area demographics/stakeholders
- Planned park facilities
 - Altos Del Mar Park
 - Regional Open Space
- Altos Del Mar Park site survey as a working electronic file (GIS or CAD) with the location of the following items:
 - Site boundaries



- Above and underground utilities
 - existing facilities including pedestrian walkways, parking area, structures and any other built areas
 - trees and large vegetated area locations
 - topographical survey with contours
- proposed park programming
- CMB Design Guidelines (architectural/open space)
- Future improvements/development within the district boundaries

Meeting Date: 10/22/13

[illegible]



February 27th, 2014

6:30 – 8:30pm

Meeting Place:

North Shore Park Youth Center

501 72nd Street

Attendees:

See Attachment

Community Meeting

- Welcome & Introductions
 - AECOM Team Members introductions
 - City of Miami Beach (CMB) introductions
- AECOM Scope of work
 - Collect, review, and inventory the site conditions for assessment of impacted site and feasibility.
 - Develop an understanding of the site's opportunities and constraints.
 - Develop an image of the project based on established development programs and themes.
 - Development of two preliminary site plan concepts with an appropriate range of spaces for general and passive recreational use.
 - Prepare a final preferred concept plan based on consensus from the City, Community, and Stakeholders.
- General plan process
 - Park Goals and Objectives
 - Evaluate existing and proposed programming
 - Evaluate existing constraints and opportunities
 - Identify park amenity improvement needs
 - Enhance aesthetics as per CMB established design standards
 - Provided a passive recreation environment
 - Create and engaging and attractive open space
- Goals and Purposes of the Community workshop
 - Collect and share diverse inputs from the community.
 - Establish planning priorities.
 - Take into consideration lessons learned from previous community efforts and studies.
 - Align functional relationships and needs.
 - Look at three scenarios of possible frameworks for the future.

Park Programming

- Defining park program based on comparison of parks within a ½ mile radius.
 - Neighborhood
 - Community
 - Regional
- Altos del Mar Park (ADMP) will be based on a neighborhood park program

- Programming: Previous Meetings with CMB resulted in the potential programming of a passive neighborhood park component for ADMP. The following is a list of potential programs selected by AECOM and CMB from passive to most active component of AMDP:
 - *Extension of the Beach*
 - *Shade Trees*
 - *Florida Friendly Landscape Planting*
 - *Native Flora with Interpretive Signage*
 - *Formal Area*
 - *Park Delineation*
 - *Multi-Use Open Lawns*
 - *Lighting*
 - *Sitting Areas*
 - *Walking Path*
 - *Open Pavilion / Rain Shelter*
 - *Beach Observation Element*
 - *Sand Volleyball Courts*
 - *Enclosed Pavilion*
 - *Tot-Lot*
 - *Splash Pad*
 - *Restrooms*
 - *Skate Pocket Park*
- Framework: Potential User Zones
 - Passive / Passive (Western Side)
 - Passive / Active (Park Core)
 - Active / Active (Beach Side)

Programming and Framework Analysis with Community Reactions

Participating community members were divided into three teams and were provided with one alternative framework per team and the list of park programming. Each team had the opportunity to eliminate or add programming to the list and based on the team's final program list, the alternative framework was modified and developed as a team effort. The following is the team's comments and results for each alternative.

- Alternative 1:
 - Alternative 1 Park Programming: (strikethrough programs by community members)
 - *Extension of the Beach* (***the park is not the destination – the beach is***)
 - *Shade Trees*
 - *Florida Friendly Landscape Planting*
 - *Native Flora with Interpretive Signage*
 - *Formal Area*
 - *Park Delineation* (***minimal***)
 - *Multi-Use Open Lawns*
 - *Lighting*
 - *Sitting Areas*
 - *Walking Path*
 - ~~*Open Pavilion / Rain Shelter*~~
 - ~~*Beach Observation Element*~~
 - ~~*Sand Volleyball Courts*~~
 - ~~*Enclosed Pavilion*~~
 - ~~*Tot Lot*~~
 - *Splash Pad*
 - *Restrooms* (***controlled facilities***)
 - ~~*Skate Pocket Park*~~
 - **Addition Community Programming and Comments:**
 - **Naturalized Turf**
 - **Vita Course**
 - **Low impact**
 - **Low maintenance**
 - **Partnered with CMB**
 - **Electrical lines underground**
 - **Traffic calming on Collins Ave at 77th Street (bus stop)**
 - **Lighting: ground lighting vs lighting standards**
 - **Minimal perimeter fencing**
 - **Not a tourist attraction**
 - **Botanical gardens**
 - **Tree lined walks – shade**
 - **Restroom on the side**
 - **Neighborhood Park for 363 days and Community Park for 2 days (special holiday celebrations)**
 - Alternative 1 Park Framework:
 - Do not locate a centralized architectural element
 - Vacate existing ROW on south side (76th Street)
 - Buffer adjacent properties from park
 - Create a safe crossing at 77th street
 - Provide pedestrian path shaded by trees
 - Provide more park connections to the beach walk

- Alternative 2:
 - Alternative 2 Park Programming: (strikethrough programs by community members)
 - ~~Extension of the Beach~~
 - Shade Trees
 - Florida Friendly Landscape Planting
 - Native Flora with Interpretive Signage
 - Formal Area
 - Park Delineation (**No fence**)
 - Multi-Use Open Lawns
 - Lighting
 - Sitting Areas
 - Walking Path
 - Open Pavilion / Rain Shelter
 - Beach Observation Element
 - Sand Volleyball Courts (**towards the Beach Side**)
 - Enclosed Pavilion
 - Tot-Lot
 - Splash Pad
 - Restrooms
 - ~~Skate Pocket Park~~
 - **Addition Community Programming and Comments:**
 - No fence
 - Open lawn for Frisbee
 - “Hammock Orchard” – poles for hanging hammocks
 - Domino / chess / board games concrete tables
 - Better connection from Ocean Terrace (remove/move parking)
 - Picnicking
 - Sculpture park
 - Restroom
 - Splash pad
 - Showers
 - Running path
 - ~~Rental opportunities (i.e. birthday parties)~~
 - Special event location (4th of July)
 - Observation deck – House of Refuge Style
 - No concessions
 - Alternative 2 Park Framework:
 - Sand volleyball courts towards center Beach Side
 - Splash pad at north Beach Side
 - Incorporate restrooms as part of the observation deck
 - Large open lawn at Park Core
 - Enhance Atlantic Way historic corridor
 - Provide “Hammock Orchards” adjacent to historic corridor
 - Passive shaded area along Western Side
 - Buffer planting at Western Side
 - Landscape mood lighting at Western Side

- Alternative 3:
 - Alternative 3 Park Programming: (strikethrough programs by community members)
 - *Extension of the Beach*
 - *Shade Trees*
 - *Florida Friendly Landscape Planting*
 - *Native Flora with Interpretive Signage*
 - *Formal Area*
 - *Park Delineation*
 - *Multi-Use Open Lawns (not to promote soccer)*
 - *Lighting*
 - *Sitting Areas (No benches)*
 - *Walking Path*
 - *Open Pavilion / Rain Shelter (mixed emotions – ½ yes and ½ no)*
 - *Beach Observation Element (mixed emotions – ½ yes and ½ no)*
 - ~~*Sand Volleyball Courts*~~
 - ~~*Enclosed Pavilion*~~
 - ~~*Tot Lot*~~
 - ~~*Splash Pad*~~
 - *Restrooms (mixed emotions – ½ yes and ½ no)*
 - ~~*Skate Pocket Park*~~
 - **Addition Community Programming and Comments:**
 - **Bike racks**
 - **“sand in your shoe” urban legend**
 - **Buried FPL lines**
 - **Vacate ROW (76th Street)**
 - **Park furnishings should be sculptural (sculpture park without actual sculptures)**
 - **Observation deck with no roofs - ramps?**
 - **Bocce courts**
 - **Croquet courts**
 - Alternative 3 Park Framework:
 - Vacate ROW on 76th Street
 - Relocate architectural element from southern edge of Beach Side to outside park’s boundaries (eastern edge of adjacent parking area) or at north end of Beach Side
 - Locate Bocce / Croquet courts at north end of Western Side
 - Minimal open space at Park Core (not to promote soccer field)

Alternative Programming and Framework Results:

Based on community members participation the following is a compilation of the three team's comments and results for programming and framework.

- **Park Programming:**
 - *Extension of the Beach*
 - *Shade Trees*
 - *Florida Friendly Landscape Planting – botanical garden experience*
 - *Native Flora with Interpretive Signage*
 - *Formal Area*
 - *Park Delineation – low / minimal perimeter delineation*
 - *Multi-Use Open Lawns*
 - *Lighting*
 - *Sitting Areas – benches as sculptural elements*
 - *Walking Path – with vita course*
 - *Open Pavilion / Rain Shelter*
 - *Beach Observation Element*
 - *Sand Volleyball Courts*
 - *Enclosed Pavilion*
 - *Tot-Lot*
 - *Splash Pad*
 - *Restrooms*
 - *In Addition:*
 - *Domino / chess / board games concrete tables*
 - *Art in Public Places opportunity*
 - *Picnicking areas*
 - *Bike racks*
 - *Vacate ROW on 76th Street*
 - *Bocce / Croquet Courts*
 - *Buried FPL lines*
 - *"Hammock Orchard"*
- **Park Frameworks:**
 - *Native landscape throughout with interpretive signage in a botanical garden like experience*
 - *Lighting throughout the park with key areas in the Western Side providing mood lighting*
 - *Open lawns areas at Park Core with no soccer playing opportunities*
 - *Defined park delineation but with minimal visual impact*
 - *An open air pavilion to be located at the southeast corner of the park along Beach Side and should include:*
 - *restroom facilities*
 - *beach observation element*
 - *design with similar characteristics to the historic House of Refuge*
 - *Tot-lot / splash-pad opportunity at Beach Side's southeastern corner.*

**Schedule**

- March 18th, 2014:
 - Conceptual Design Alternatives AECOM internal workshop (two alternatives)
- April 8th, 2014: electronic submittals
 - Conceptual Design Alternatives for Client's review (two alternatives)
 - Conceptual Statement of Probable Cost for Client's review (two alternatives)
- April 15th, 2014:
 - Client's review comments due to AECOM
- Thursday, May 1st, 2014:
 - Second Community Meeting
 - Concept plan presentation (two alternatives)

Attachments:

- ***Workshop presentation***
- ***Sign-in Sheet***
- ***Comment Cards***
- ***Community Workshop Pictures***
- ***Community Workshop Alternative Results***

City of Miami Beach Altos Del Mar Park Master Plan Community Workshop

Meeting Location:

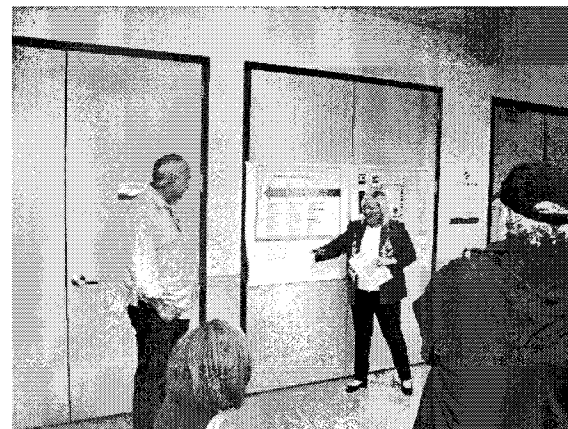
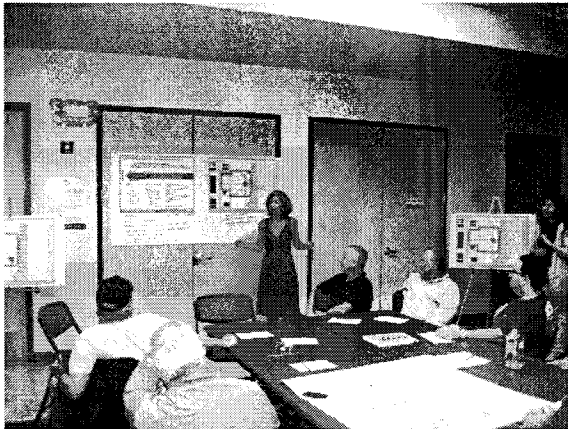
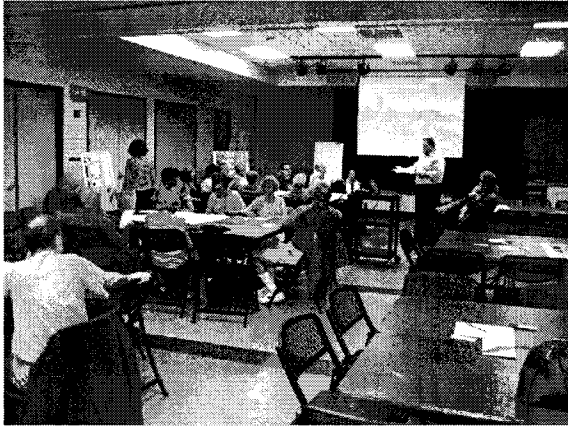
North Shore Park Youth Center

501 72nd Street

Date: February 27, 2014

Time: 6:30 – 8:30 pm

Community Workshop Pictures:



Thursday, February 27, 2014

[illegible]**AECOM**

Thursday, February 27, 2014

[illegible]**AECOM**

Thursday, February 27, 2014

[illegible]**AECOM**

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Ted Berman

Address:

Biscayne Point

Phone:

305-865-2810

E-mail:

Ted@tedbermandc.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

The land should be used as an extension of Ocean Terrace with business than will enhance the pedestrian activity.

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Doreen W. Leal

Address:

7600 Collins Ave. Apt. 416 W.D. 33141

Phone:

305-861-4591

E-mail:

awleal2311@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

[illegible]

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Wesley P. Cohen

Address:

Phone:

E-mail:

miamizintlegmz.l.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Would like a follow-up email message reflecting overall recommendations to include a study on the Observation Deck (logistics location) and what would happen if we could establish 75th corridor as pedestrian accessibility.

Abelaya, Jr.

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Daniel Veitig

Address:

1193 71 Street

Phone:

305 403 0657

E-mail:

daniel@urbanresources.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Event Jos. Good ideas. looking forward to
the design stage we need to have testimonials.
core the House of Klyde idea. Good to
play tribute to Florida (old) Architecture & our
early history in the area.

But listen to the negative and
embrace the positive. we need positive
change and let go of the old
& past insecurities.

Harmony Orchard - Great Idea !!!

THANK YOU

COMMENT CARD

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Miami Beach, FL

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MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Betsy Perez

Address:

7605 Collins Avenue, Miami Beach, FL 33141

Phone:

305 7944020

E-mail:

sperez4bullseye@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

1. Imperative to close off end of 76th Vacate
2. Bury FPL Lines
3. Must make it a Delineated Park
4. NO - Skaterpark, Splash Pad, Restrooms, Pavilion

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

BETH LEBOVITZ

Address:

7600 Courmes Ave #1203

Phone:

305-985-1533

E-mail:

braeleib@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

PLEASE NO:

DUPLICATION OF ELEMENTS WITH US OPEN PARK &
US YOUTH CENTER PARK ~~REPLACES~~
& SENIOR CENTER

NO: V-BALL

PICNIC TABLES OR BBQ

NO PAULKING

NO REST ROOMS

NO SKATE PARK

NO TOT PLAY AREA

NO SURF-ABLE SEATING

NO OBSERVATION PLATFORM

THANK YOU

MIAMI BEACH

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

*Love idea sculpture park!! No renting of a space for special personal events like birthday parties!
Love splash pad!*

Please print your contact information below.

Name:

Susan R. Weitz

Address:

7441 Wayne Ave #11-R

Phone:

305-864-0473

E-mail:

weitz@buybeach.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD!

*House of Refuge - Permanent concrete
press stands, chairs, etc.*

A=COM

[illegible]

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Dina Henry

Address:

7441 Wayne

Phone:

305 805 0514

E-mail:

annmeng@brybeach.ch

com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Why do I get the idea that this
meeting is just a charade?
Facing the natives

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name: DR. BARRY RAGONE

Address: 6961 Indian Creek Dr 33141

Phone: 305-865-6961 E-mail: levite6@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

[illegible]

COMMENT CARD

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Miami Beach, FL

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MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Alice Pascale

Address:

1281 Stillwater Drive

Phone:

305 868-1062

E-mail:

aliceanjoe@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

pest rooms are included They should
be chemical and environmentally friendly

THANK YOU

COMMENT CARD

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MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Joseph Pascale

Address:

1281 Stillwater Dr

Phone:

Miami Beach

E-mail:

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

[illegible]

COMMENT CARD

Altos Del Mar Park Master Plan

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Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Carol Housen * North Beach Drive Corp.

Address:

7330 Ocean Ter #2001, No B 33141

Phone:

3059928163

E-mail:

carolhousen@gmail.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

- ① I would like to see art & sculptures (arts in public place may help) High end!
- ② Incorrect info re parking - Dean Terry Park Lot @ 75th Full 90% time.
- ③ Please add art
- ④ center of park - Build Visitor Center - Replica of 1921 house & Refuge & Highlights should be our Nobe history & visitor info! - Similar to Deering Estate.
- ⑤ No Skate Park
- ⑥ Yes Observation Tower
- ⑦ Add exercise stops throughout walk in Park

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

CARLA VEITIA

Address:

1193 - 71st St.

Phone:

305.403.8686

E-mail:

CARLA@URBANDESIGNER.COM

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

ACT. 2

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

CRACKED.

- HAMMOCK COLOVE IN SHADE AREA.

- HOUSE OF REFUGES - HONOLULU VENERUARY (SP)

- USE STEPS FOR SEATING, EXTEND DECK OF HOUSE OF REFUGES
AREA FOR TRISCOPE

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Gail Frank

Address:

7135 Collins Ave MB 33141

Phone:

(305) 864-2831

E-mail:

gfrank@The-beach.net

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

① Need canvas canopy over the bandshell much like Sunny Isles uses at Gwen Margolis Park

② Need more sanitation and clean-up, esp. bus-stop seats need polishing,
71st Street between Collins and beachwalk need more regular cleaning,

③ Need more activation of Bandshell, maybe a musical competition of teenage "garage bands" and have an annual "Play Off."

THANK YOU

MIAMI BEACH

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Luis Hernandez

Address:

7600 Collins Ave. # 1208, Miami Beach, FL 33141

Phone:

305 864 5391

E-mail:

Luis.Hernandez@bellsouth.net

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Yes: Botanical Park. Beautiful, classy

No - Skate Park !!!

Love sculpture park idea! Love idea of Natural Rooms.
with different botanical plant areas
walkways.

If done classy - a water feature, could be nice.

Put the electric wire underground.

If a mound or overlook use South Pointe as a model,
- with natural rocks, etc.

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan

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Miami Beach, FL

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MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Constanza Camargo-Maute

Address:

7600 Collins Ave

Phone:

561.735.2302

E-mail:

ConstanzaNYC@gmail.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Please Keep "Florida Friendly" Planning
Natural Greenery that needs little
Maintenance. orchids, native palms
Security, Beautification, Simplicity
and NO Duplication of nearby
existing services.

Thank you!

Alternative ①

THANK YOU

COMMENT CARD

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Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

GARY LEBOWITZ - OCEANBLUE CONDOS

Address:

7600 COLLINS AVE # 1202

Phone:

305-905-1115

E-mail:

GARYLEIB@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

- IN FAVOR OF 100% PASSIVE PARK
- PUT ALL ELECTRIC LINES UNDERGROUND
-

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

EDWARD MILLER

Address:

7600 Collins Ave Apt 1003

Phone:

973-476-6283

E-mail:

Emilisse@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

~~Great sculpture~~ - 2 1/2 A Betsy says sculpture is

- No skate park "Pleasure"

- I liked the sculpture park landscape & works
and water features. Spacious, similar
with sculptures -
- how impact lighting

"Just Do A Great Job For Us"

THANK YOU

COMMENT CARD

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Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Marganta Cepecka - UNIOAD of Miami Beach, Inc.

Address:

1701 Normandy Drive, Miami Beach, FL 33141

Phone:

305-867-0051

E-mail:

Mcepecka@unioadmb.org

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

[illegible]

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

MARCIA GREEN

Address:

2525 LUCERNE AVE.

Phone:

305-538-1537

E-mail:

marvone@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM



PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

- 1) The part closest to the ocean should be the passive part. 2) The pavilion should have comfortable seating with a great view of the ocean. It should be possible to enjoy the ocean without "going to the beach".
- 3) Part of the space should provide a very manicured short lawn on which the formal garden look would provide a croquet lawn and permanently bid out croquet course.
- 4) The restroom debate: - Perhaps some concerns could be alleviated by providing restrooms in the pavilion, and then closing the pavilion at night - maybe with secured sliding panels similar to hurricane ^{THANK YOU} shutters.

COMMENT CARD

Altos Del Mar Park Master Plan

Altos Del Mar Park

Miami Beach, FL

Date: February 27, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Rick Kendle

Address:

UBDC

Phone:

305.772.6688

E-mail:

tax123@me.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

[illegible]

ALTOS DEL MAR PARK POTENTIAL PROGRAM ELEMENTS-ALT 1

ALTOS DEL MAR PARK RANGE

-THE PARK IS NOT THE DESTINATION (BEACH)

PASSIVE

NATURALIZED TURF

- | | | |
|--|--------------------------------------|--------------------------------|
| #3 Extension of the Beach | * Multi-Use Open Lawns | • Sand Volleyball Courts NO!!! |
| • Shade Trees | * Lighting | • Enclosed Pavilion NO!!! |
| #2 Florida Friendly Landscape Planting | * Sitting Areas | • Tot Lot NO!! |
| • Native Flora | #1 Walking Path | • Splash Pad |
| #3 Interpretive Signage | • Open Pavilion / Rain Shelter NO!!! | • Restrooms ??? CONTROLLED |
| • Formal Area | • Beach Observation Element NO!!! | • Skate Pocket NO!!! |
| #1 • Park Delineation | | • EXERCISE EQUIP. ??? |

City of Miami Beach, FL | Community Workshop - Altos Del Mar Park Master Plan

AECOM

- PARTNER W/CITY

- LOW IMPACT, LOW MAINT.

- ELEC LINES UNDERGROUND

- TRAFFIC CALMING ON COLLINS @ 77th (BUS STOP)

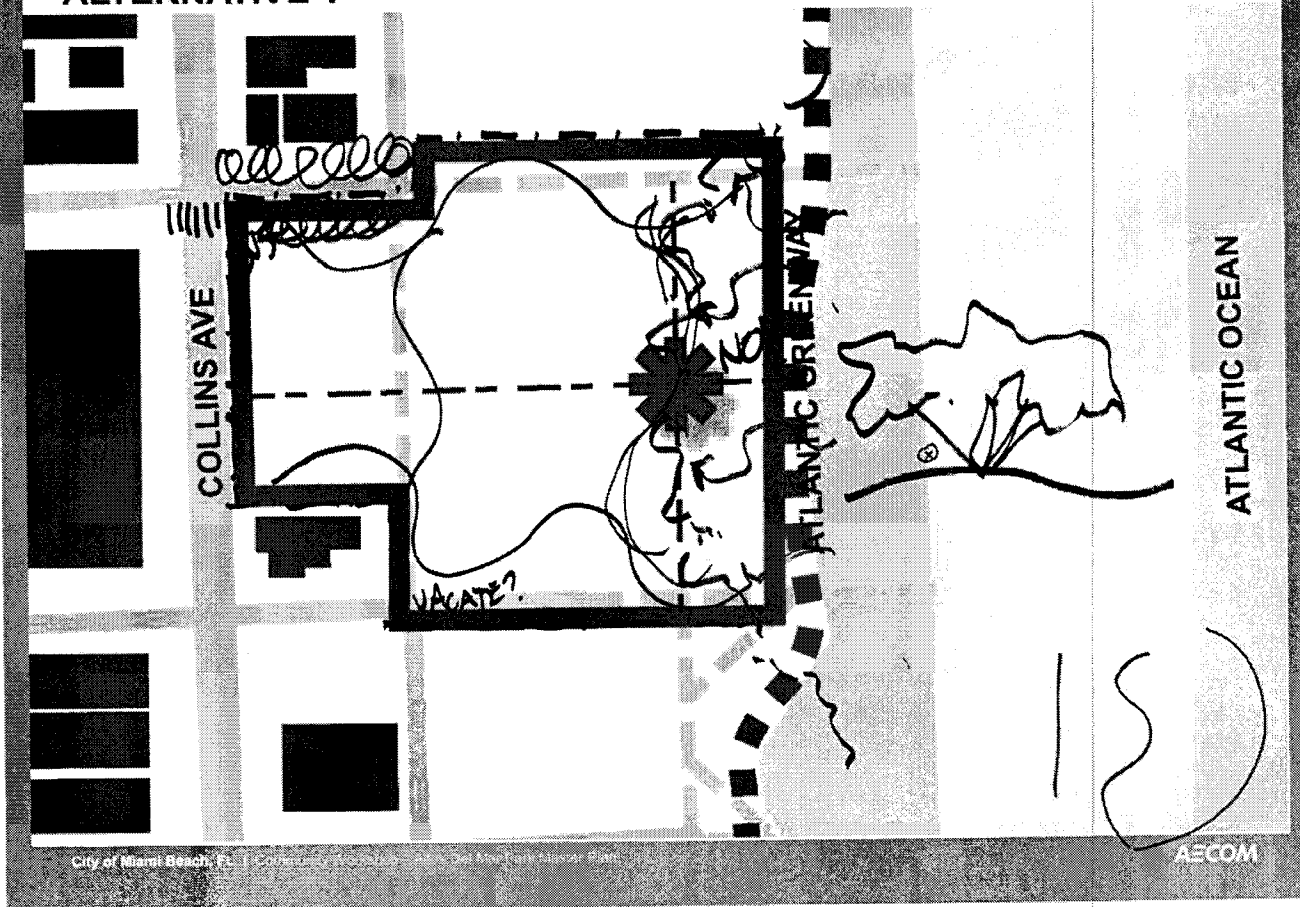
- LIGHTING - GROUND LIGHTING VS. LIGHTING STANDARDS?

- MINIMAL PERIMETER FENCING

- NOT A TOURIST ATTRACTION

- NEIGHBORHOOD 363 DAYS - COMMUNITY 2 DAYS

ALTERNATIVE 1



- + BOTANICAL GARDENS
- TREE LINED WALKS - SHADE
- RESTROOM ON THE SIDE

ALTOS DEL MAR PARK POTENTIAL PROGRAM ELEMENTS-ALT 2

ALTOS DEL MAR PARK RANGE

PASSIVE

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Extension of the Beach • Shade Trees ✓ • Florida Friendly Landscape Planting ✓ • Native Flora Interpretive Signage ✓ • Formal Area ✓ • Park Delineation ✓ | <ul style="list-style-type: none"> • Multi-Use Open Lawns ✓ • Lighting ✓ • Sitting Areas ✓ • Walking Path ✓ • Open Pavilion / Rain Shelter • Beach Observation Element • Picnicking | <ul style="list-style-type: none"> • Sand Volleyball Courts → Activates Park → More towards Beach • Enclosed Pavilion • Tot-Lot • Splash Pad ✓ • Restrooms ✓ ✗ Skate Pocket Park ✗ Rental Opportunities (i.e. B-Day Parties) • Special Events (i.e. 4th of July) |
|--|--|--|

City of Miami Beach, FL Community Workshop - Altos Del Mar Park Master Plan

AECOM

- ~~Beach~~
- * NO FENCE
- Open Lawn for Frisbee
- "Hammock Orchard"
- poles to hang hammaks
- Domino / Chess / Board Game Tables
Concrete-free standing
- Better Connection From Ocean Terrace (Remove / More) Parking
- Sculpture Park
- Restroom
- Shower
- Running Path
- Observation Deck ✓
↳ MIMO style
↳ activated
- No CONCESSIONS
- * (Also like House of refuge style)

A hand-drawn site plan of a building layout. The plan is enclosed in a thick black rectangular border. Inside the border, the following areas are labeled:

- Top Left:** "Spa" and "Pool" (circled).
- Top Right:** "Volley Ball" (circled).
- Center:** "Open Lawn" (circled).
- Bottom Left:** "Shaded" and "Burton Collins" (circled).
- Bottom Center:** "Walkway", "Hammond Crating", and "PASSIVE" (circled).
- Bottom Right:** A large asterisk symbol, with "Pool" and "Lock" written below it.

Outside the main rectangular border, the following labels are present:

- Left Side:** "COLLINS AVE" and "uplighting" (circled).
- Right Side:** "ATLANTIC ORCHENWAY" (circled).
- Bottom Right:** "needs lock" (circled).

ATLANTIC OCEAN

AECOM

City of Miami Beach, FL | Community Workshop | 10/15/2015 Del Mar Park Market Project

ALTOS DEL MAR PARK POTENTIAL PROGRAM ELEMENTS- ALT 3

ALTOS DEL MAR PARK RANGE

PASSIVE

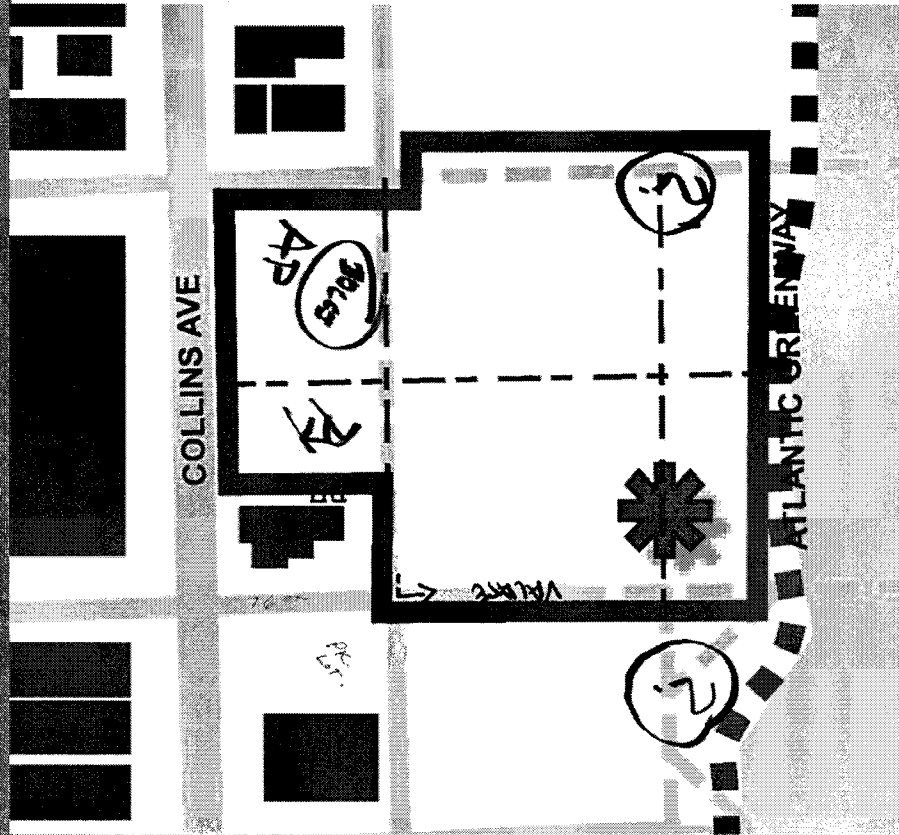
- | | | |
|---------------------------------------|------------------------------------|-------------------------------------|
| • Extension of the Beach | ✓ Multi-Use Open Lawns (NO soccer) | • Sand Volleyball Courts |
| • Shade Trees | ✓ Lighting | • Enclosed Pavilion |
| • Florida Friendly Landscape Planting | ✓ Sitting Areas (NO BENCHES) | • Tot Lot |
| • Native Flora Interpretive Signage | ✓ Walking Path | • Splash Pad |
| • Formal Area | ✓ Open Pavilion / Rain Shelter | • Restrooms (2nd floor) |
| • Park Delineation | • Beach | • Skate Pocket |
| | 1/ Observation Element | • Park U |
| | 2 DESIGN? RAINING NO FOOT | • Bocci |
| | | • Croquet |

City of Miami Beach, FL | Community Workshop - Altos Del Mar Park Master Plan

AECOM

- TRIDE PARK
- Sculpture for nishings
- "SAND IN your SHOES" - ORGAN LEAF
- FFL LINE DOWN
- Close off 76th

ALTERNATIVE 3



Thursday, May 1st, 2014

[illegible]**AECOM**

Historically WB had
stacked mortar, coral walls
no evidence of Fe Se

No one with a grant for closing
Horn St. esp AIRBP.

Hardscape #5?
Veg 7 & 9 6 & 11 #5?

Programmed
ACTIVITIES

Purpose of observation

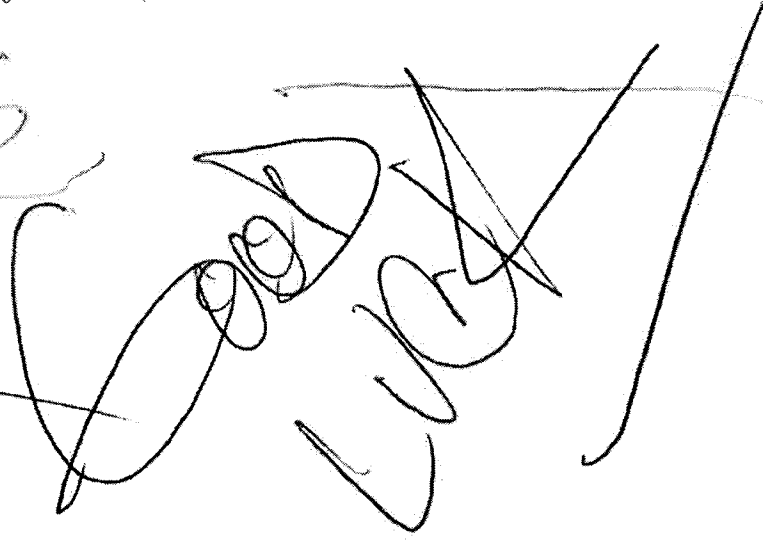
Banquet Plaza Space City Plantings

Ben
Cany the Cause NATIVE
WAY DIFFERENT NUMBER OF
NUMBER

HEIGHT of Low Area?

NO BENCHMARKING

CITY IS LOOKING
FOR BALL HAWNS



COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Rick Kendle

Address:

1335 Marseille Dr.

Phone:

305.772.6688

E-mail:

rax123@mc.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Scheme 4: NO Volleyball

All Schemes: ~~Low~~ Vacated streets

NO Cans on 76th St

All Schemes: More Shade

Any structure should be 1 concant.

No water features.

No Bldg ~~structure~~ should be ~~good~~ art.

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Betsy Perez

Address:

7605 Collins Ave

Phone:

305 794 4020

E-mail:

RPerez4bullseye@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

I Like plan 1 but:

No Volley ball

No OBSERVATION TOWER

No Bathrooms

I VOTE FOR VACATING 76th Street
and making it pedestrian only (except for my
drive way entrance)

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name: LOUIS MARTIN
Address: 7135 COLLINS - APT 1703
Phone: 305-401-8696 E-mail: mbf11ouis@gmail.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Restroom

Benches

Arbors to escape the sun

Wrought iron fence that
permits park to be closed at night

FOUNTAINS for children

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Alma Puerto

Address:

760 Collins Ave #403

Phone:

954 326 3882

E-mail:

alma.puerto@gmail.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Like alt. 1 - Volley seems to be a problem,
have a time limit on the court, no lights there
Observation as small as possible.

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Daniel Veitran

Address:

1193 71 St

Phone:

3052193408

E-mail:

daniel.veitran@earthlink.net

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Keep Great lawn

keep Volley ball

Need hostrooms.

keep water splash feature

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Ed Miller

Address:

1600 Collins Ave Apt 1003

Phone:

978-476-6283

E-mail:

Edmiller@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

~~Flawless~~ Lomond Valley Ball Cts
not in no. 12's or 13's Low

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Randy Roberts

Address:

Phone:

917-816-7418

E-mail:

*RRoberts52
a@yahoo.com*

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Plan #2 with cart
Volley Ball/Court

No Bathroom's

No Conversation Deck.

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Parvaneh Borhani

Address:

8535 Byron Av. Miami Beach FLA 33141

Phone:

786 977 1125

E-mail:

Borhani-Parvaneh@yahoo.com

Text message
When not
Out of time

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

→ They will keep my charming the historical building due to safety (wise) mod they may use any depolarization for their leaders who are strong & oppose them strongly

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

between 75 & 78

Comments

A) I don't know why anybody Build The Wall

Unless Persians did it

or it is super historical (not Fake looking historical newly Built! & I've seen that)

B) unless I, myself, a Persian

live in them already Built

C) USA as the nation has a decisionary power on the national Natural Park

& Persians as original discoverers of America

THANK YOU & Settler & original govt

d) my vote: give it back to Iran Interest Office to handle it.

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Gail Frank

Address:

17135 Collins

Phone:

305-864-2883

E-mail:

gfrank@the-beach.net

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Bathrooms are a must, and idea of European "openers" is good. We could use "new sewer system" toilets that use less water and compost themselves. I don't know name of these. Observation tower / Building is an important element & should be larger rather than smaller. Grace Ball court(s) would be nice and relatively inexpensive to put up. I feel a "sprinkling" water feature for kids is a must - like St. Point Park and smaller scale.

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

GARY LEBOWITZ

Address:

7600 Collins Ave

Phone:

305-905-1115

E-mail:

GARYLEIB@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

PREFER ALTERNATIVE #1
WITHOUT VOLLEYBALL COURTS

PREFER PALM TREES - NOT SEA GRAPES
LARGE OPEN GRASS AREAS ARE A WASTE
OF THIS VERY VALUABLE PROPERTY.

PREFER MORE PALM GROVES
WHICH ALLOW SHADE AND ~~THE~~
FEELING OF OPENNESS

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

BETH LEBOVITZ

Address:

7600 Collins Ave # 1702 MB

Phone:

305-905-1533

E-mail:

braelib@aol.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

(over)

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

MULTIPLE AREAS OF TREE CANOOPY
NO VOLLEYBALL COURTS

NEED WALKWAY TO BEACH

NATIVE GRASSES VS MANICURED GREAT LAWN
PALM GROVES

RAISED GRADED AREA

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Constanza Camarero Harte

Address:

7600 Collins Ave #5

Phone:

561 735 2302

E-mail:

Constanzaharte@gmail.com

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

Alternative 1 is great, all were, but this provides the most shade.

I would prefer no volleyball courts - they already exist a few blocks South.

Instead of the volleyball - add the terraced green from Alternative #3.

Thank you!

! Please keep Sakky in mind too!

! Native plants

! less grass!

THANK YOU

COMMENT CARD

Altos Del Mar Park Master Plan Alternatives Presentation

Altos Del Mar Park

Miami Beach, FL

Date: May 1, 2014

MIAMI BEACH

Thank you for attending the meeting today. If you have comments please use the space on the back on this card and return it to the registration table tonight during the Community Meeting.

Please print your contact information below.

Name:

Keith Exline

Address:

7600 Collins #4117

Phone:

305-866-8206

E-mail:

Keith.Exline@att.net

PROVIDE COMMENTS ON THE REVERSE SIDE OF THIS CARD.

AECOM

PLEASE PRINT YOUR COMMENTS IN THE SPACE PROVIDED BELOW

1st choice

Alternative One ✓

- MINUS the volleyball courts
- PLUS more shade trees in the Great Lawn

-shaded walkway from 77 & Collins to the Beach is critical

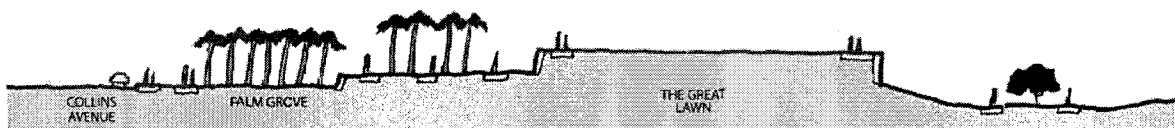
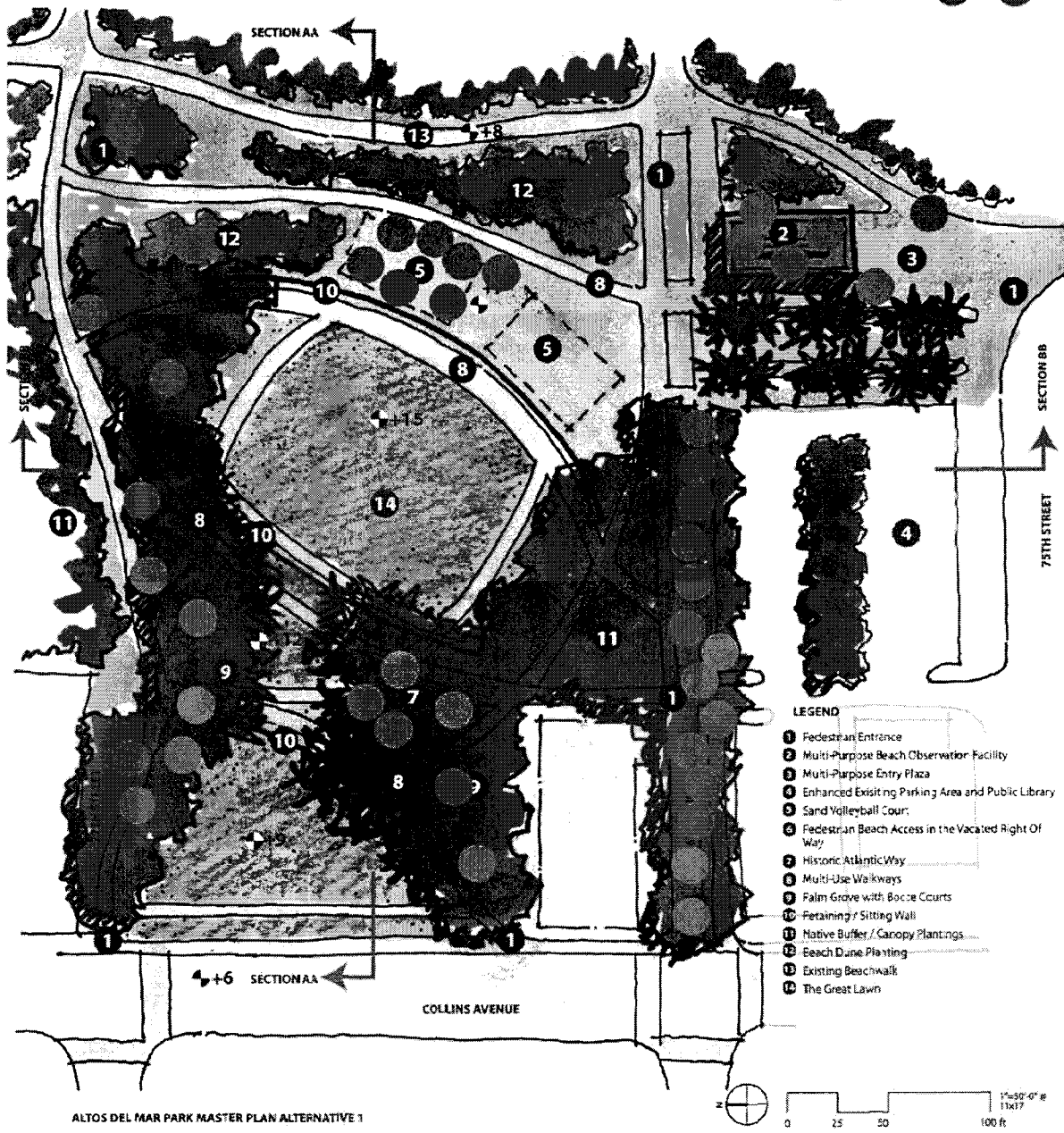
2nd choice

Alternative Two

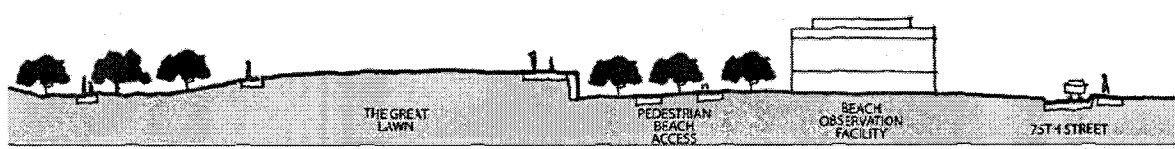
- MINUS quantity of green lawn
- PLUS shaded walkways to the beach from Collins

THANK YOU

Preferred Preliminary Alternative Plan



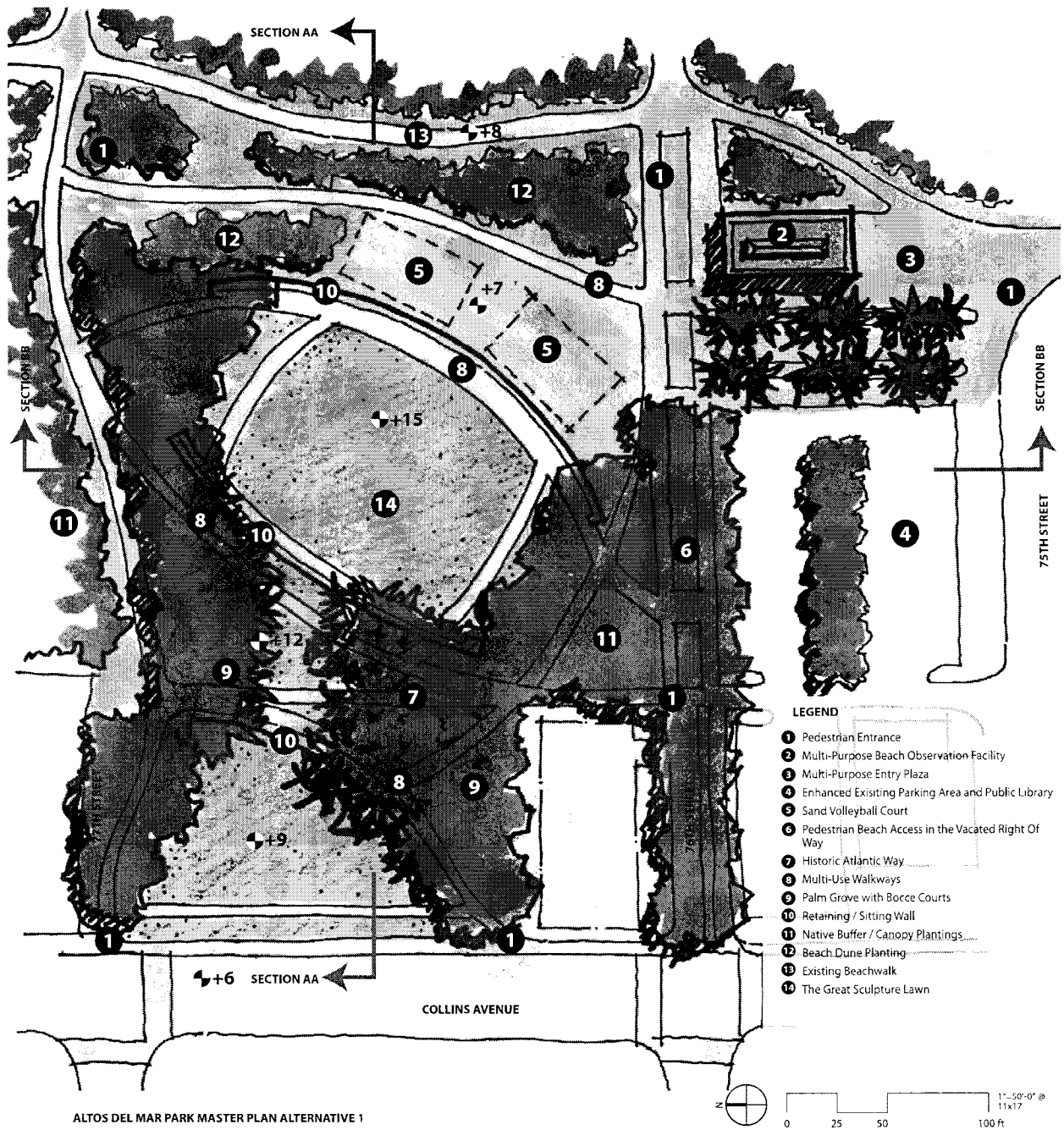
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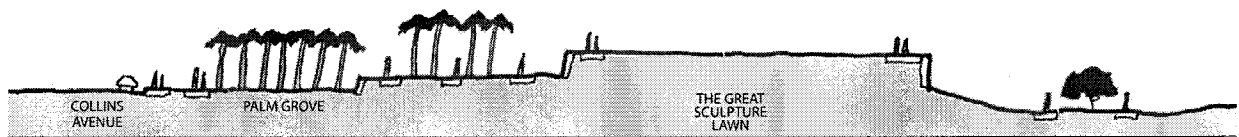
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Preliminary Alternative Plans





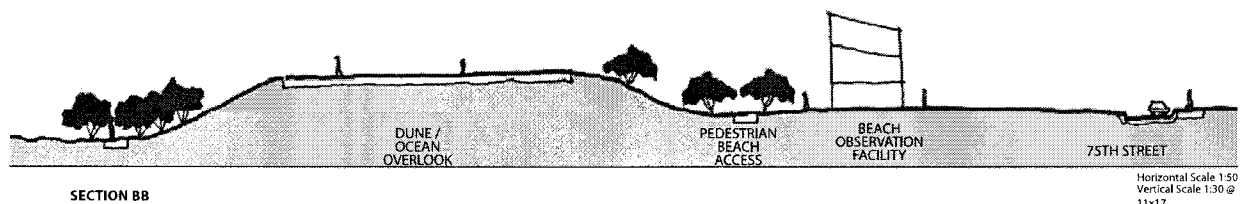
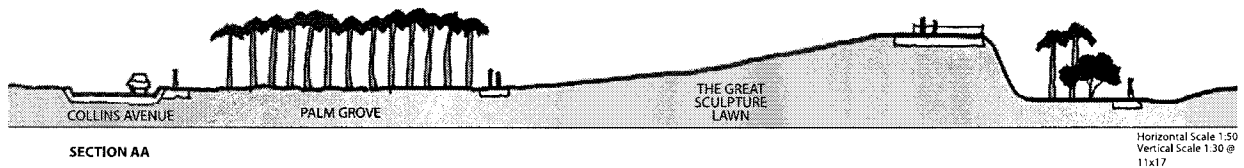
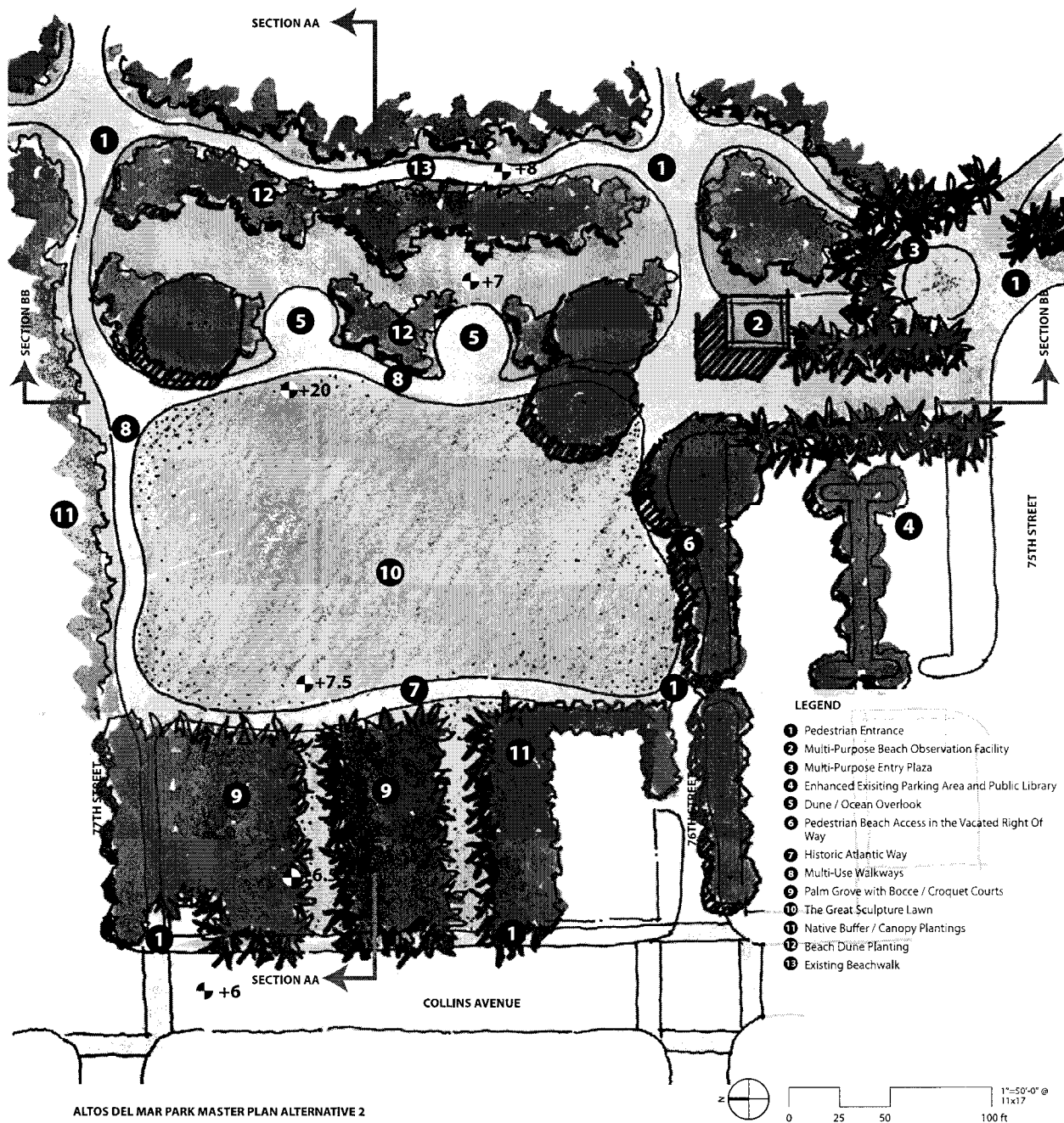
ALTOS DEL MAR PARK MASTER PLAN ALTERNATIVE 1

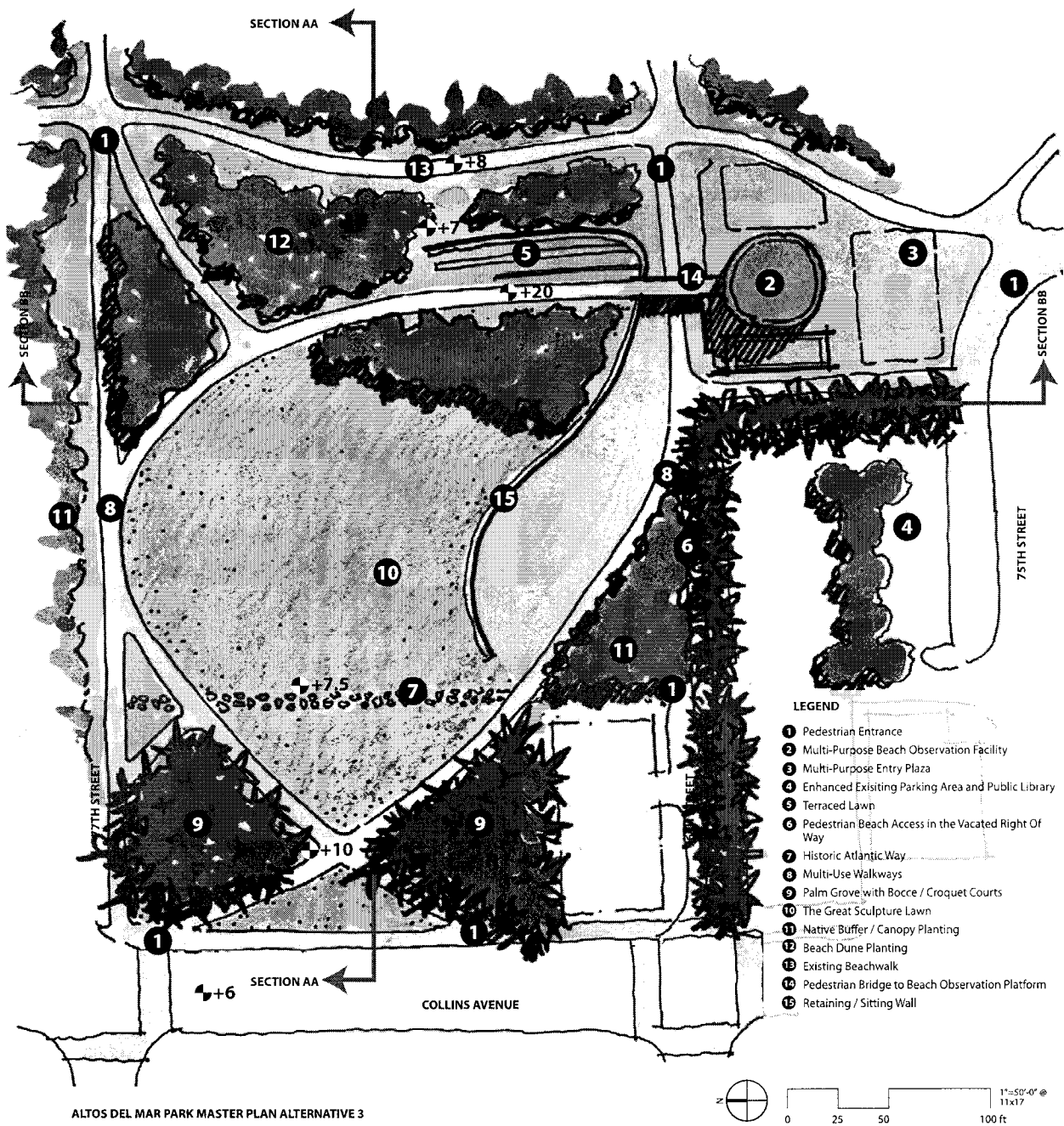


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Vertical Scale 1:30 @ 11x17

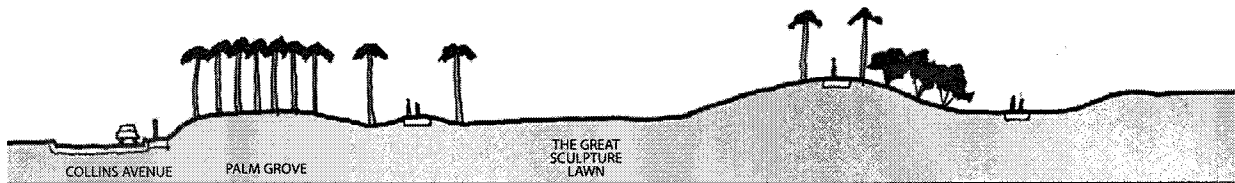


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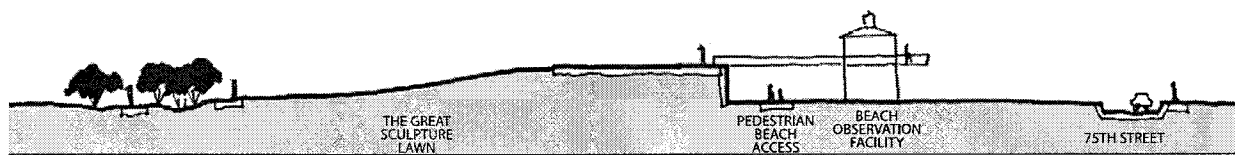


ALTOS DEL MAR PARK MASTER PLAN ALTERNATIVE 3



SECTION AA

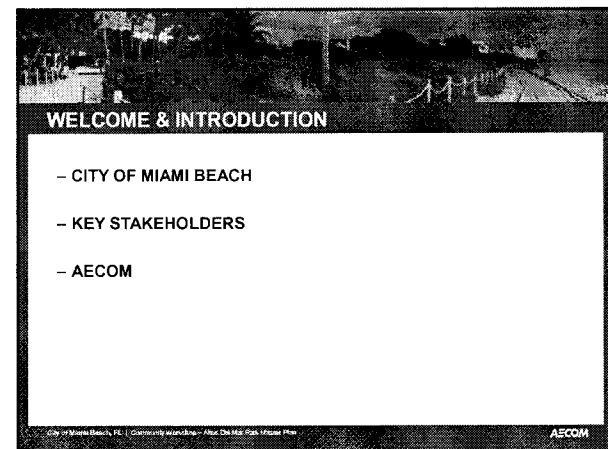
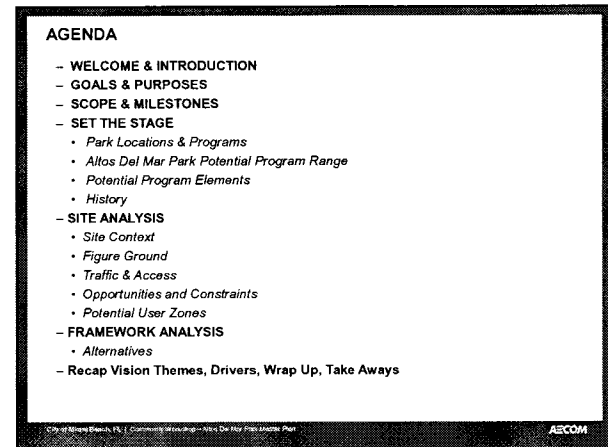
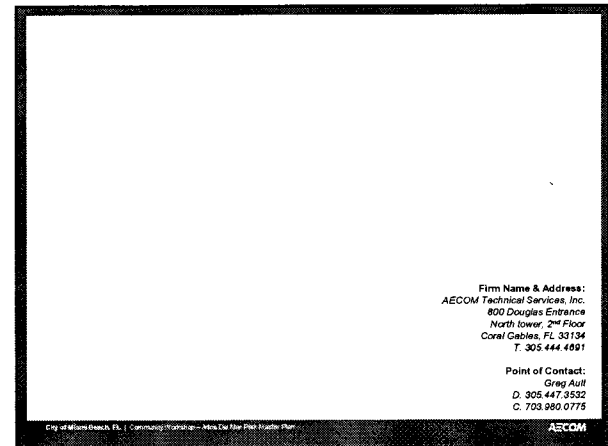
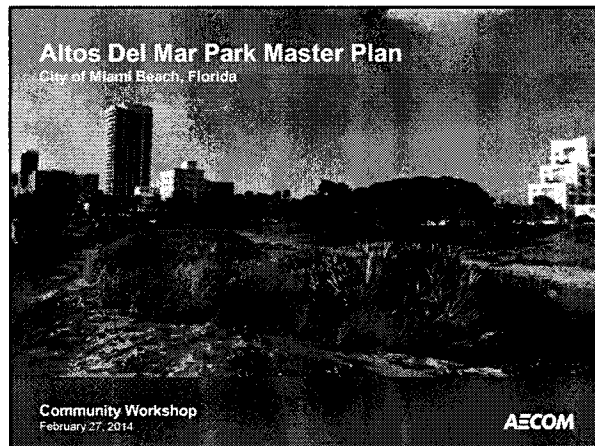
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SECTION BB

Horizontal Scale 1:50
Vertical Scale 1:30 @ 11x17

Presentations





WHO IS AECOM?

- Over 100 years of local combined experience
- Formerly: Spillis Candela & Partners, Metcalf & Eddy, Earth Tech, Glatting Jackson, and EDAW
- Depth of Experience
 - Parks / Recreational Facilities / Landscapes
 - New Construction / Renovation / Historic Restoration
 - Sustainable Design / LEED
- Local Experts with National Experience
 - Park Planners, Landscape Architects, Urban Designers, Architects, Engineers, Interior Designers, and Environmental Engineers

City of Miami Beach, FL | Community Workshop - Atlas Del Mar Park Master Plan

AECOM



AECOM

Local / National Experts in Recreation and Open Space Planning

Currently working for such Cities and Counties as:

- City of Miami Beach, FL
- City of Coral Gables, FL
- City of Doral, FL
- Miami-Dade County, FL
- Broward County, FL
- Sunny Isles Beach, FL
- Village of Key Biscayne, FL
- Sunrise, FL

City of Miami Beach, FL | Community Workshop - Atlas Del Mar Park Master Plan

AECOM

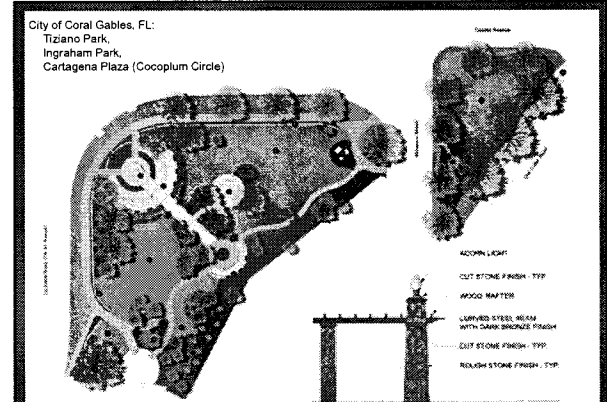
City of Miami Beach, FL:
The Atlantic Greenway Network Beachwalk II



City of Miami Beach, FL | Community Workshop - Atlas Del Mar Park Master Plan

AECOM

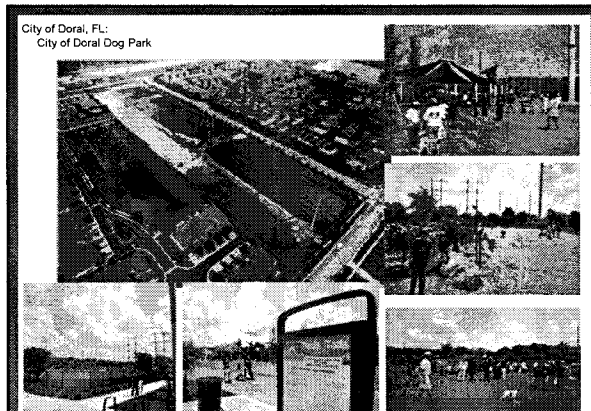
City of Coral Gables, FL:
Tiziano Park,
Ingraham Park,
Cartagena Plaza (Cocoplum Circle)



City of Miami Beach, FL | Community Workshop - Atlas Del Mar Park Master Plan

AECOM

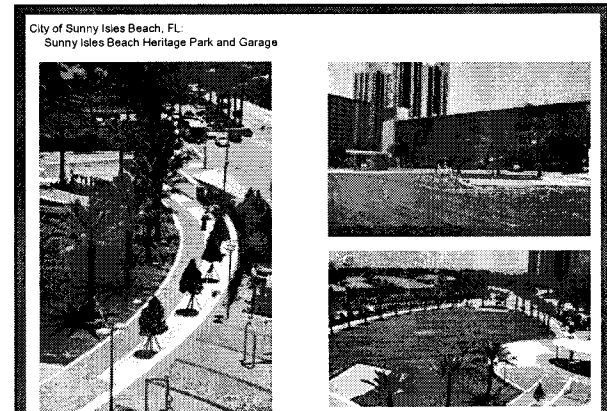
City of Doral, FL:
City of Doral Dog Park



City of Miami Beach, FL | Community Workshop - Atlas Del Mar Park Master Plan

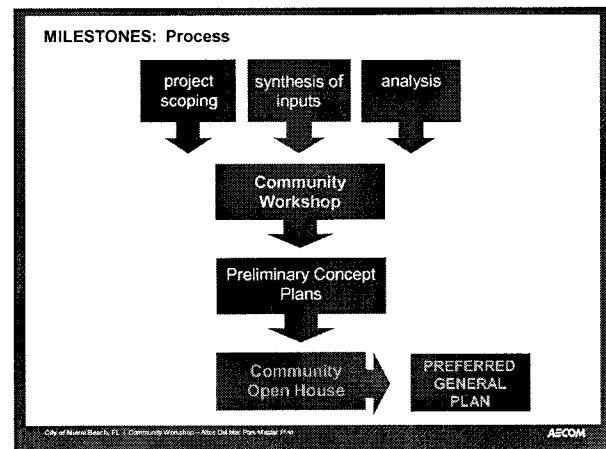
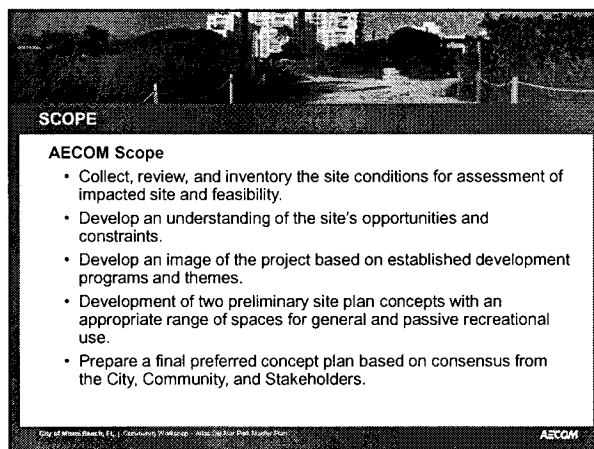
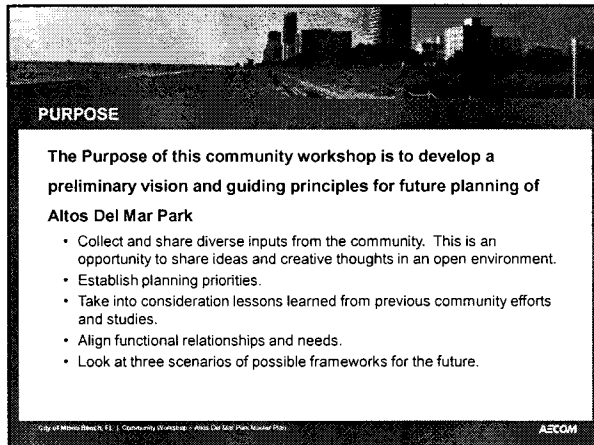
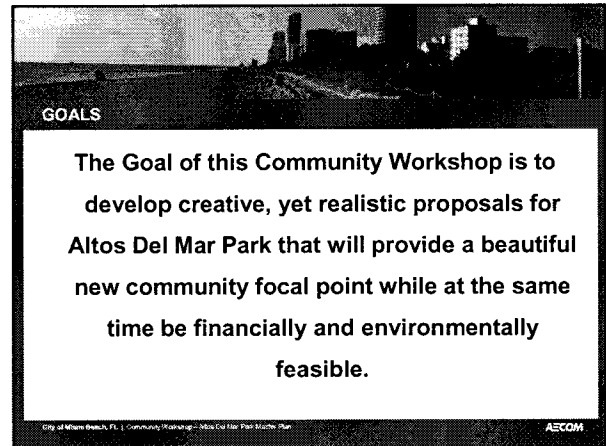
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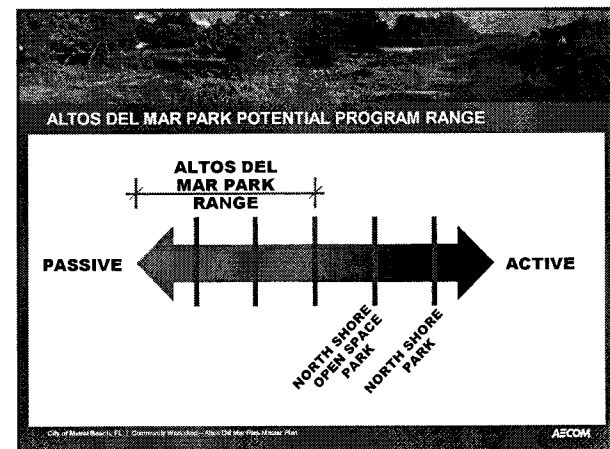
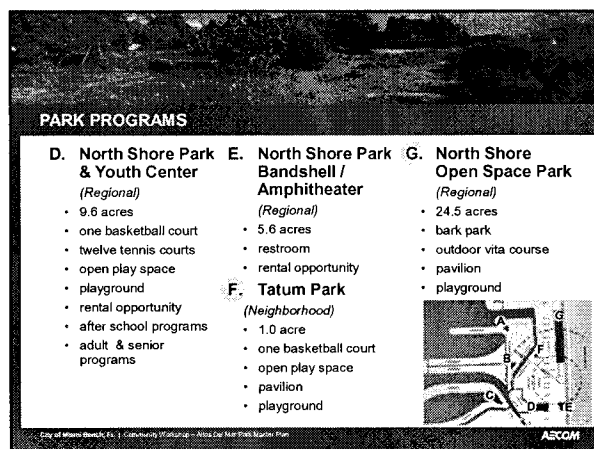
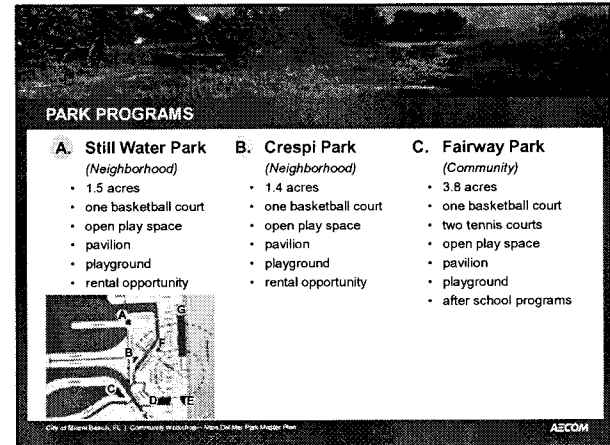
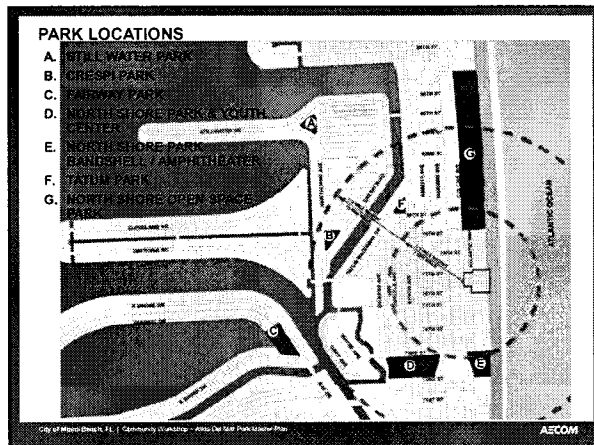
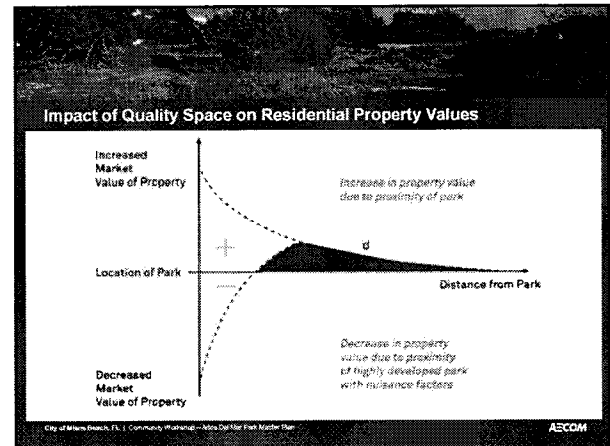
City of Sunny Isles Beach, FL:
Sunny Isles Beach Heritage Park and Garage

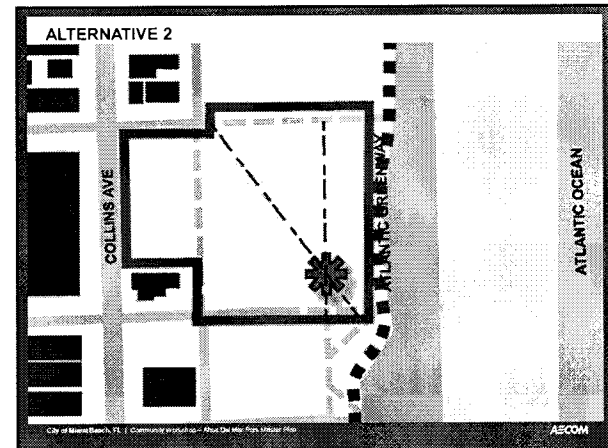
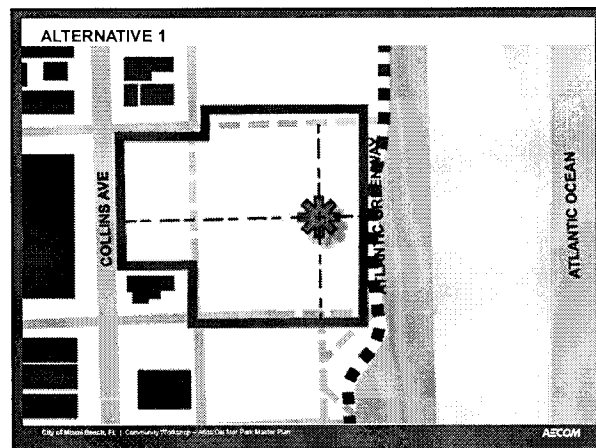
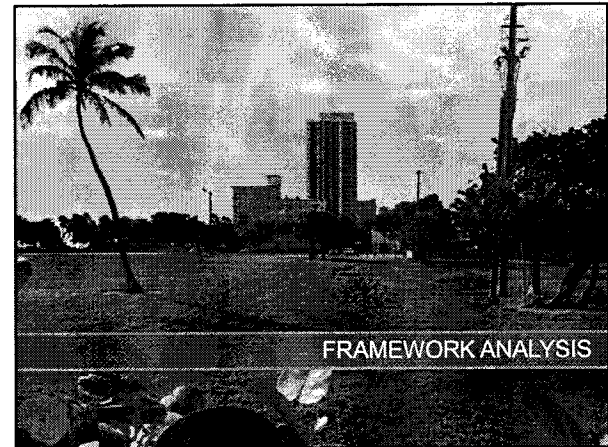
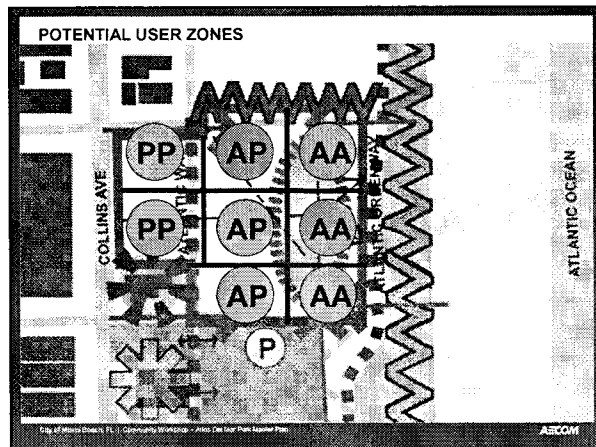
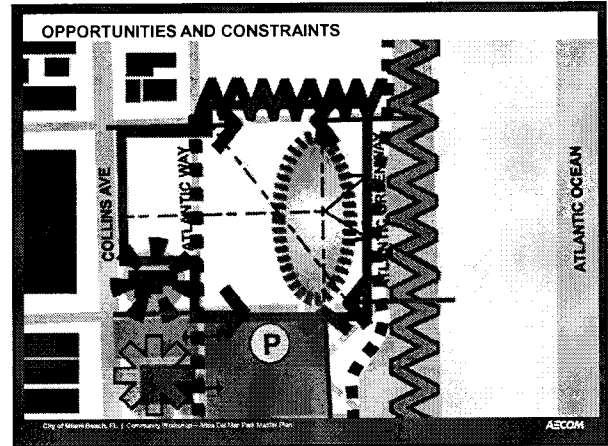
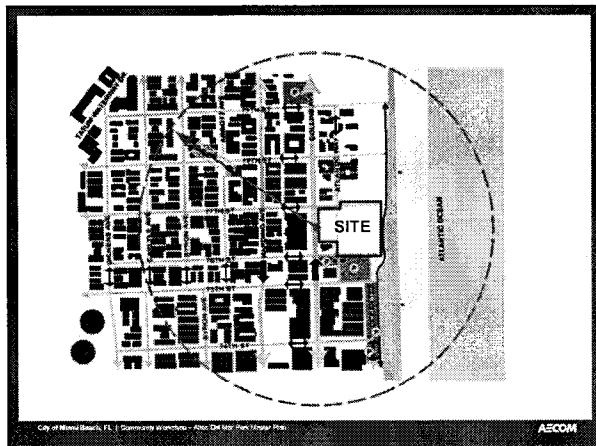


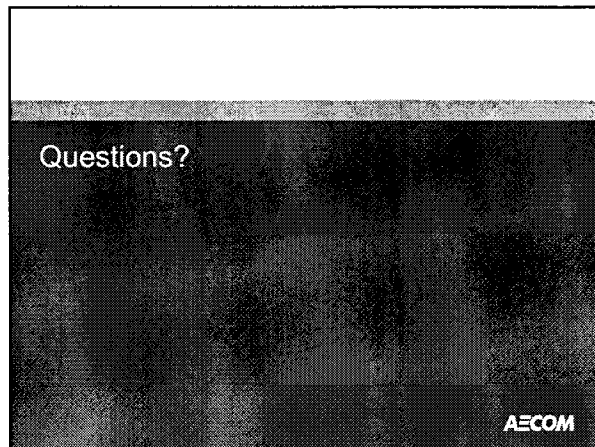
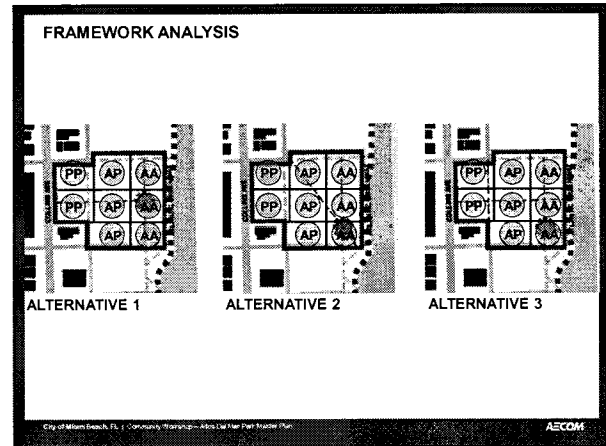
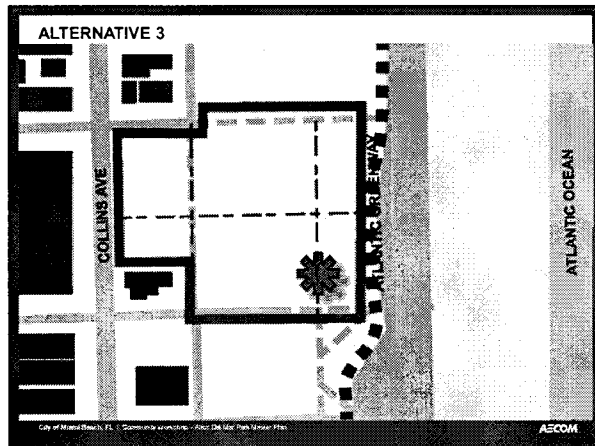
City of Miami Beach, FL | Community Workshop - Atlas Del Mar Park Master Plan

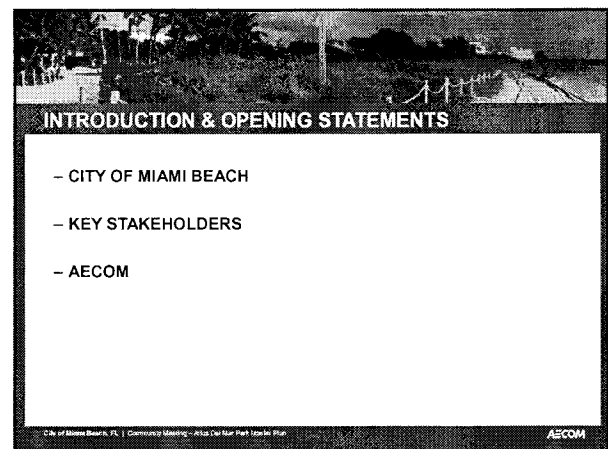
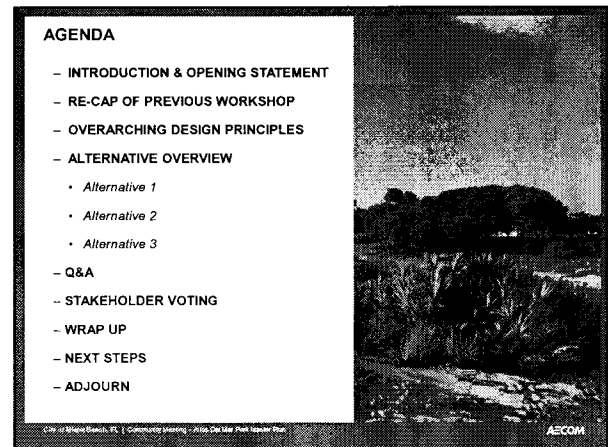
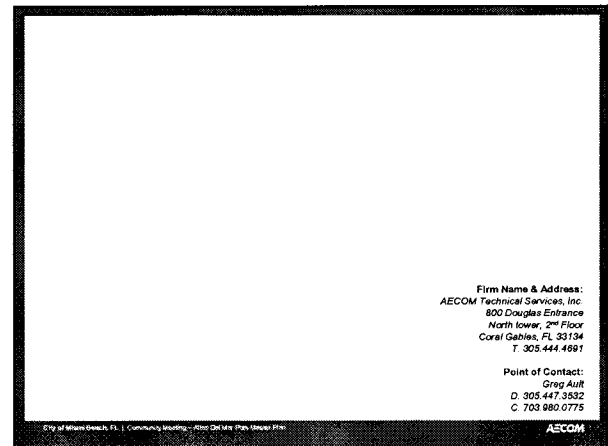
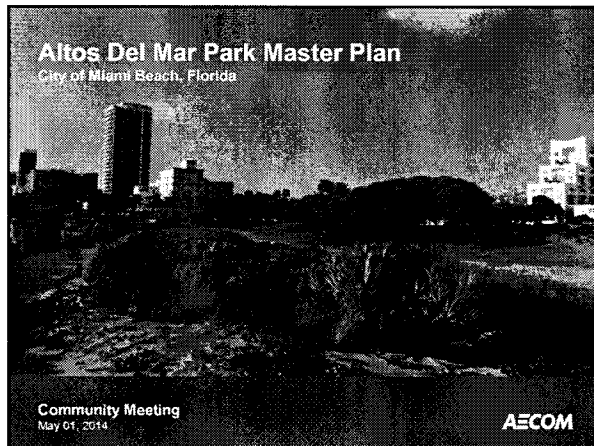
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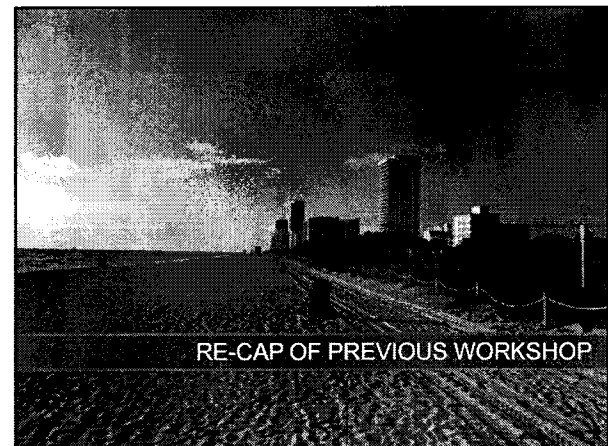
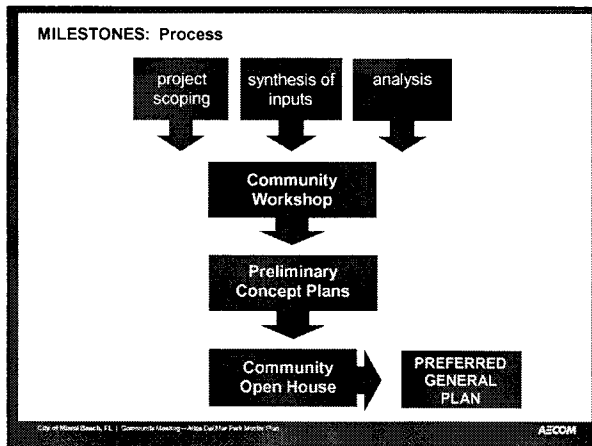












ALTOS DEL MAR PARK HISTORY & STUDIES

City of Miami Beach, FL | Community Meeting - Altos Del Mar Park Master Plan

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WORKSHOP GOALS & PURPOSES

The **GOAL** of the Community Workshop was to develop a creative, yet realistic proposal for Altos Del Mar Park that will provide a beautiful new community focal point while at the same time be financially and environmentally feasible.

The **PURPOSE** of the Community Workshop was to develop a preliminary vision and guiding principles for future planning of Altos Del Mar Park

- Collected and shared diverse inputs from the community.
- Established planning priorities.
- Discussed lessons learned from previous community efforts and studies.
- Aligned functional relationships and needs.
- Looked at three scenarios of possible frameworks for the future.

City of Miami Beach, FL | Community Meeting - Altos Del Mar Park Master Plan

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COMMUNITY WORKSHOP PARK PROGRAMING RESULTS

- Extension of the Beach
- Shade Trees
- Florida Friendly Landscape Planting – botanical garden experience
- Native Flora with Interpretive Signage
- Formal Area
- Park Delineation – low / minimal perimeter delineation
- Multi-Use Open Lawns
- Lighting
- Sitting Areas – benches as sculptural elements
- Walking Path – with vita course
- Open Pavilion / Rain Shelter
- Beach Observation Element
- Sand Volleyball Courts
- Enclosed Pavilion
- Tot-Lot
- Splash Pad
- Restrooms
- In Addition:
 - Domino / chess / board games concrete tables
 - Art in Public Places opportunity
 - Picnicking areas
 - Bike racks
 - Vacate ROW on 76th Street
 - Bocce / Croquet Courts
 - Buried FPL lines
 - "Hammock Orchard"

City of Miami Beach, FL | Community Meeting - Altos Del Mar Park Master Plan


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COMMUNITY WORKSHOP PARK FRAMEWORK RESULTS

- Native landscape throughout with interpretive signage in a botanical garden like experience
- Lighting throughout the park with key areas in the Western Side providing mood lighting
- Open lawns areas at Park Core with no soccer playing opportunities
- Defined park delineation but with minimal visual impact
- An open air pavilion to be located at the southeast corner of the park along Beach Side and should include:
 - restroom facilities
 - beach observation element
 - design with similar characteristics to the historic House of Refuge
- Tot-lot / splash-pad opportunity at Beach Side's southeastern corner.

City of Miami Beach, FL | Community Meeting - Altos Del Mar Park Master Plan

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DESIGN PRINCIPLES

- Passive Park Elements Only (Not Active)
- Strong Framework Elements but Flexible Program
- Park is not the Destination – The Beach is
- Beautiful but Functional
- Accessible to Everyone
- Improve Lighting and Security (SEPTD)
- Sustainable, Low Maintenance, Native Plantings
- Budget Conscious / Cost Effective

City of Miami Beach, FL | Community Meeting - Atlas Golf Star Park Master Plan

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ALTERNATIVE OVERVIEW

City of Miami Beach, FL | Community Meeting - Atlas Golf Star Park Master Plan

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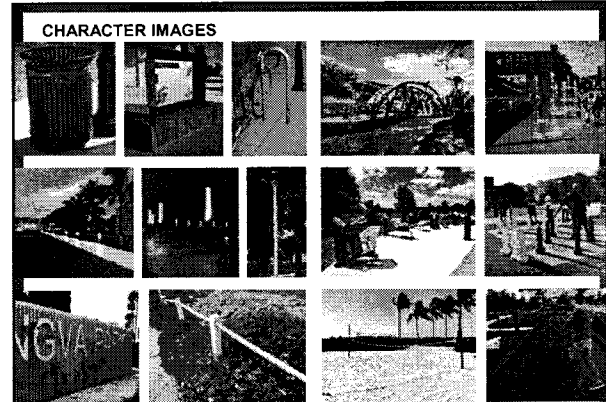
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City of Miami Beach, FL | Community Meeting - Atlas Golf Star Park Master Plan

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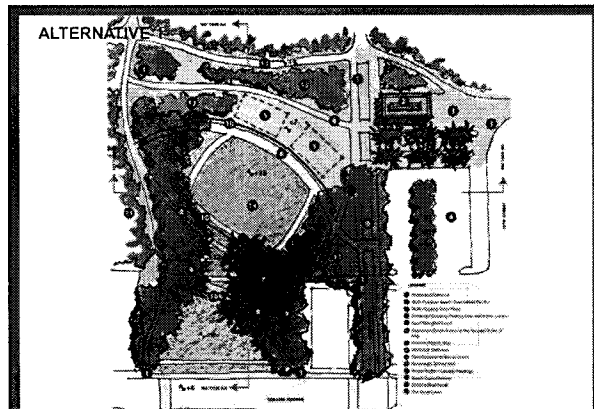
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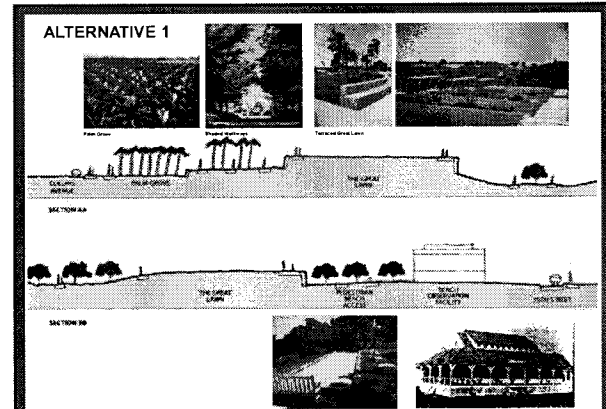
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City of Miami Beach, FL | Community Meeting - Atlas Golf Star Park Master Plan

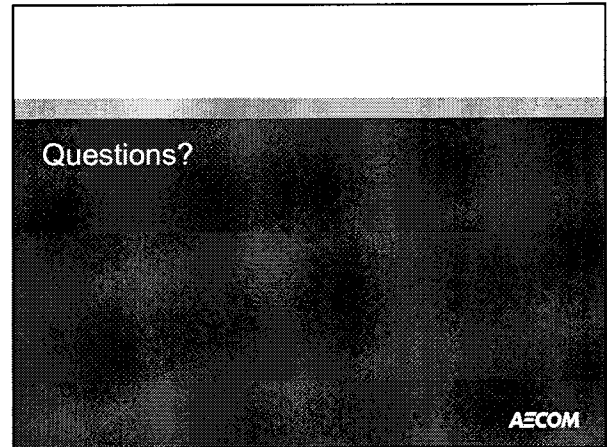
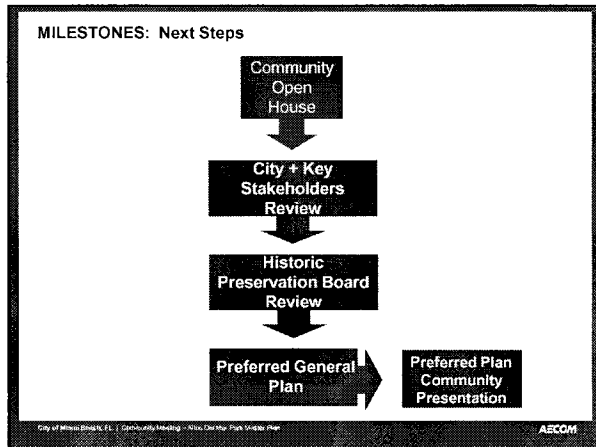
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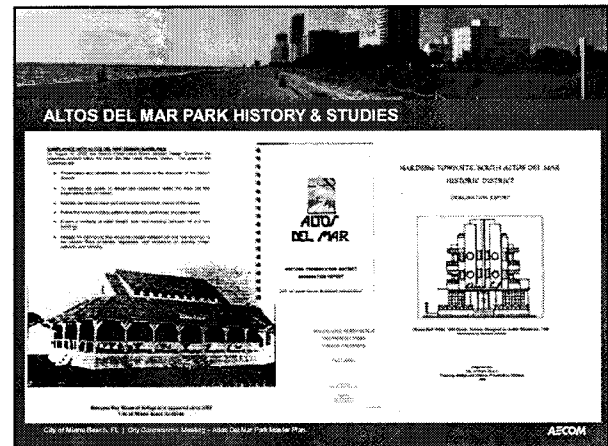
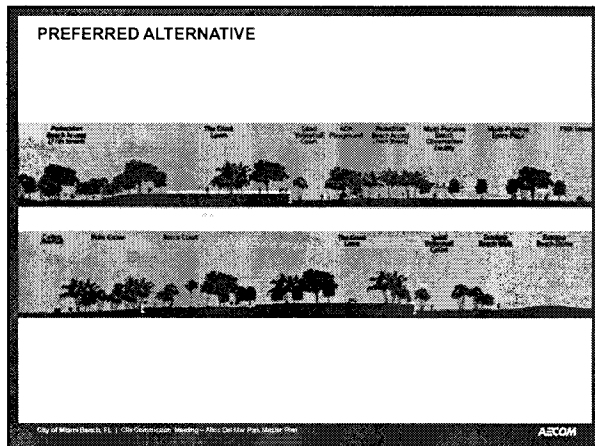
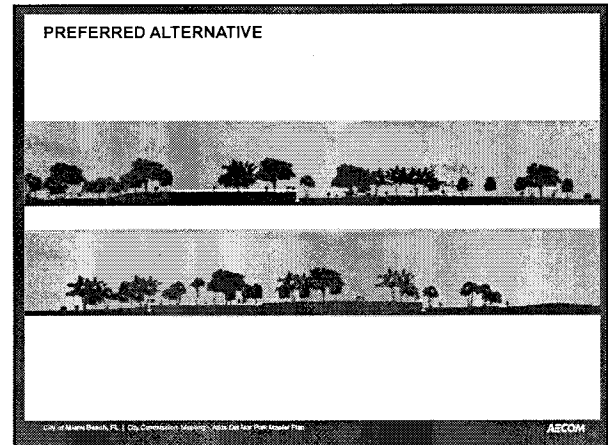
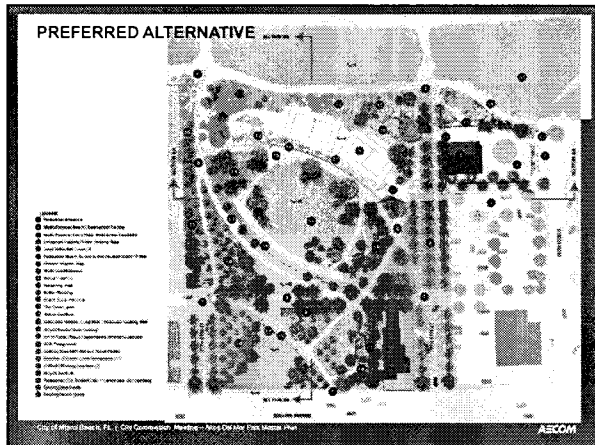
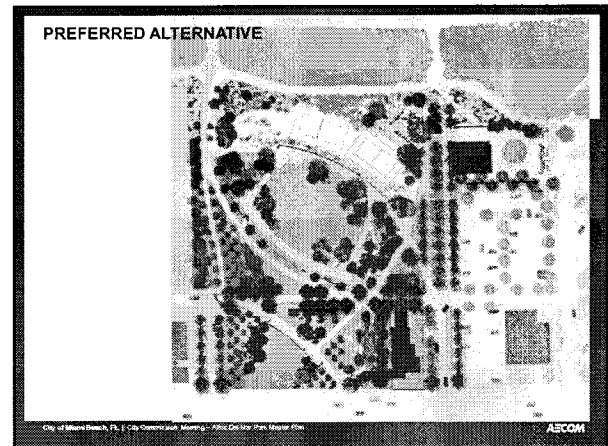
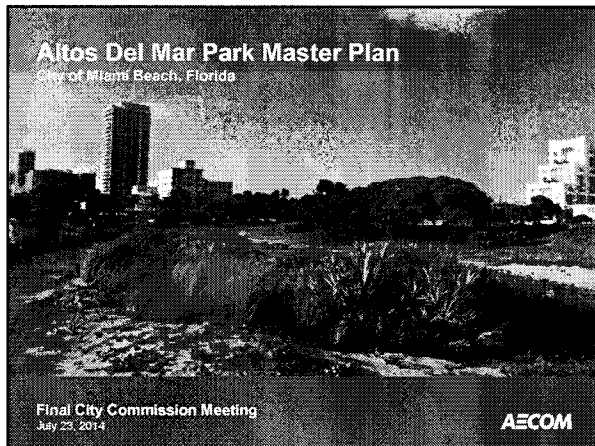
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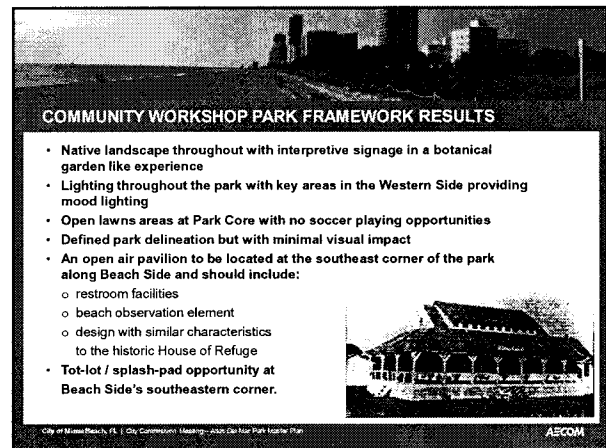
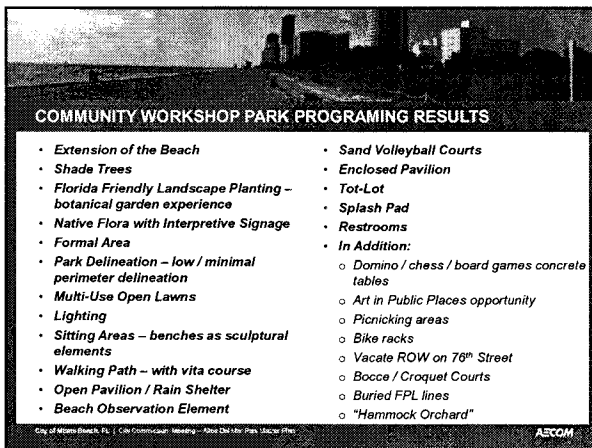
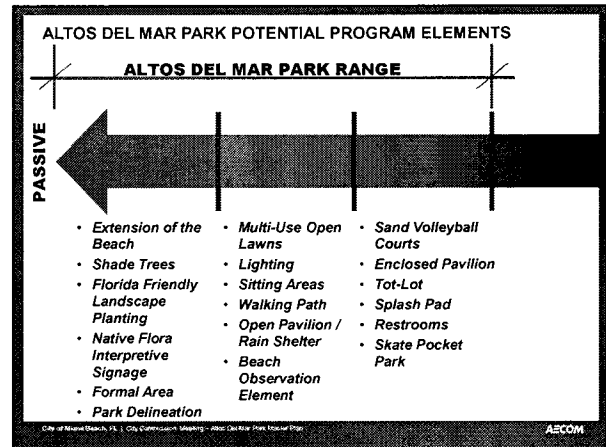
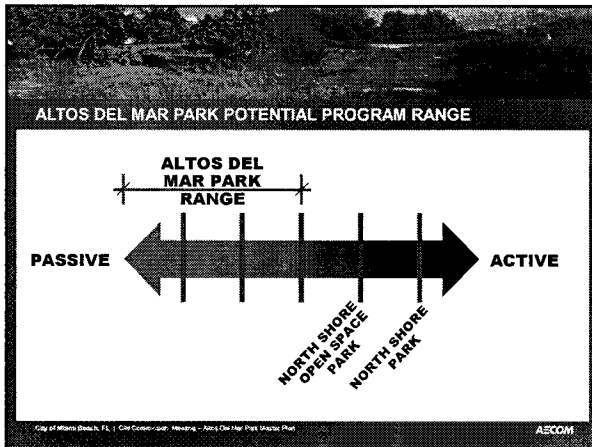
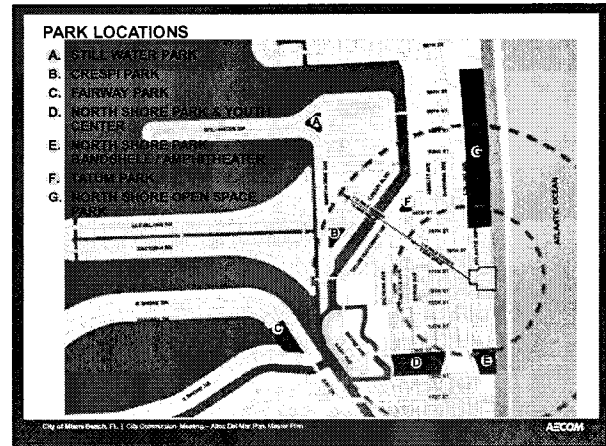
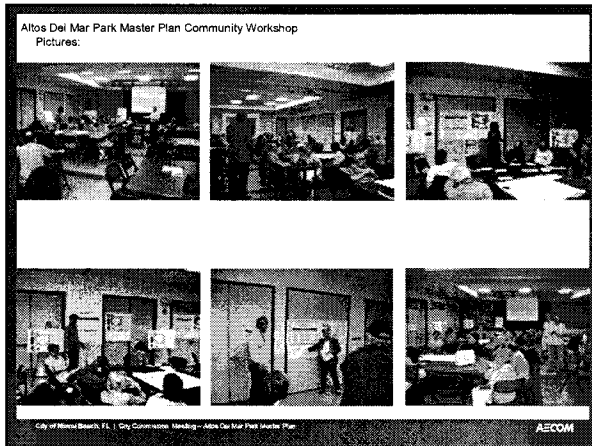



City of Miami Beach, FL | Community Meeting - Atlas Golf Star Park Master Plan

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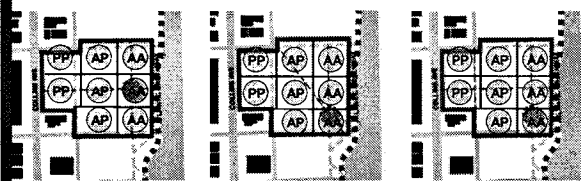
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- Budget Conscious / Cost Effective
- Beautiful but Functional

City of Miami Beach, FL | City Commission Meeting - Atlas On-Site Park Master Plan

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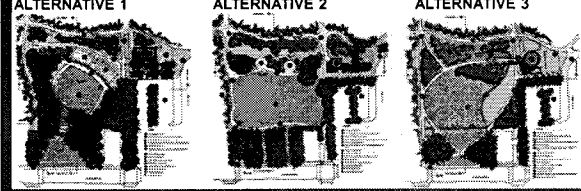
FRAMEWORK ANALYSIS



ALTERNATIVE 1

ALTERNATIVE 2

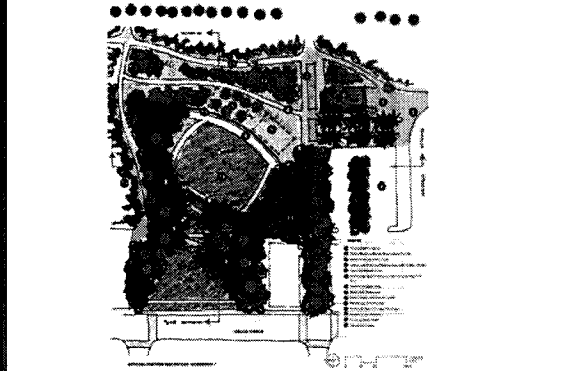
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City of Miami Beach, FL | City Commission Meeting - Atlas On-Site Park Master Plan

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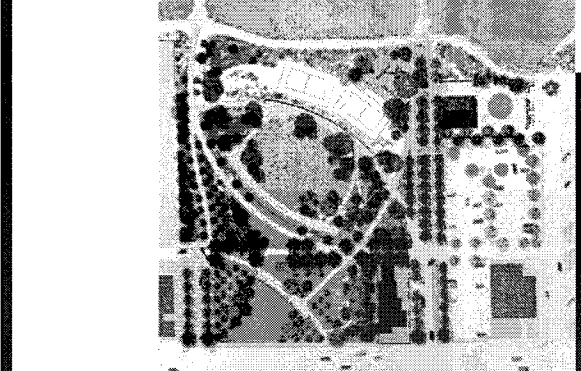
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City of Miami Beach, FL | City Commission Meeting - Atlas On-Site Park Master Plan

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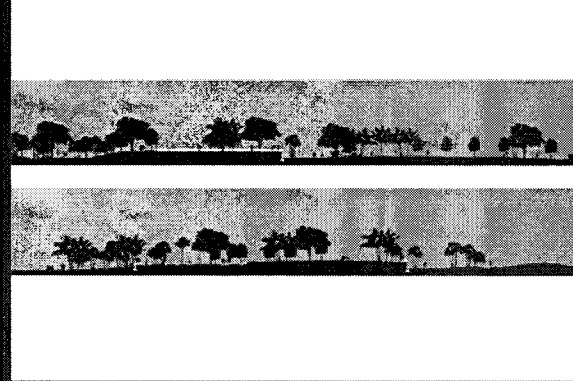
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City of Miami Beach, FL | City Commission Meeting - Atlas On-Site Park Master Plan

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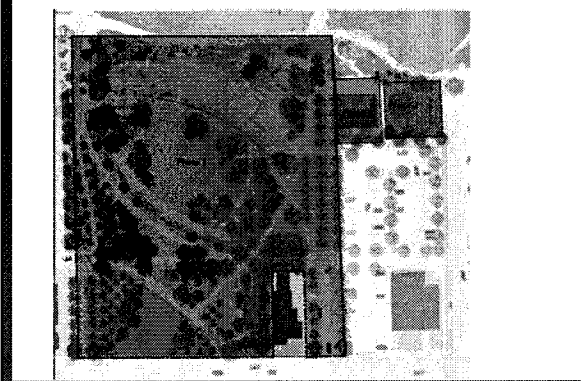
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City of Miami Beach, FL | City Commission Meeting - Atlas On-Site Park Master Plan

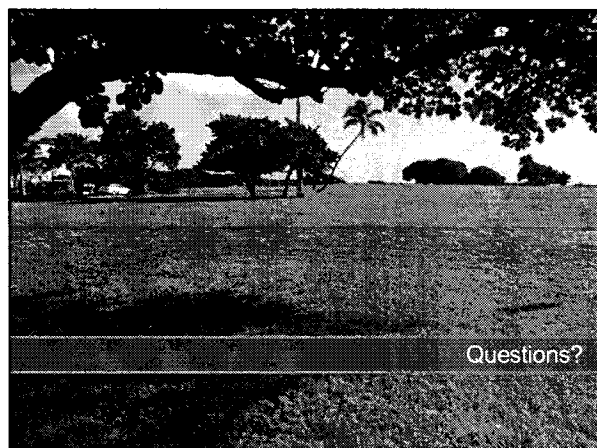
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PREFERRED ALTERNATIVE



City of Miami Beach, FL | City Commission Meeting - Atlas On-Site Park Master Plan

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ABOUT AECOM

AECOM is a global provider of professional technical and management support services to a broad range of markets, including transportation, facilities, environmental, energy, water and government. With approximately 45,000 employees around the world, AECOM is a leader in all of the key markets that it serves. AECOM provides a blend of global reach, local knowledge, innovation and technical excellence in delivering solutions that create, enhance and sustain the world's built, natural and social environments. A Fortune 500 company, AECOM serves clients in more than 130 countries.

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APPENDIX G

MIAMI BEACH

Sample Contract

RFQ No. 2015-016-YG
Architectural and Engineering
Design Services for the Altos del Mar
Park Project

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

AGREEMENT BETWEEN

CITY OF MIAMI BEACH

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

FOR

PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES

FOR THE

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Resolution No. _____

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TERMS AND CONDITIONS OF AGREEMENT

BETWEEN THE CITY OF MIAMI BEACH

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

FOR

PROFESSIONAL ARCHITECTURE AND ENGINEERING (A/E) SERVICES

FOR THE

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

This Agreement made and entered into this ____ day of _____, 20XX, by and between the CITY OF MIAMI BEACH, a municipal corporation existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, (hereinafter referred to as City), and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, a Florida XXXXXXXXXXXX having its principal office at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter referred to as Consultant).

WITNESSETH:

WHEREAS, the City intends to undertake a project within the City of Miami Beach, which is more particularly described in the Scope of Services attached as **Schedule "A"** hereto, and wishes to engage the Consultant to provide specific professional services including, without limitation, A/E services, for the Project, at the agreed fees set forth in this Agreement; and

WHEREAS, the Consultant desires to contract with the City for performance of the aforesated professional services relative to the Project, as hereinafter set forth; and

NOW THEREFORE, City and Consultant, in consideration of the mutual covenants and agreement herein contained, agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **CITY (OR OWNER):** The “City” shall mean the City of Miami Beach, a Florida municipal corporation having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139.

1.2 **CITY COMMISSION:** “City Commission” shall mean the governing and legislative body of the City.

1.3 **CITY MANAGER:** The “City Manager” shall mean the chief administrative officer of the City. The City Manager shall be construed to include any duly authorized representatives designated in writing (including the Project Coordinator) with respect to any specific matter(s) concerning the Services and/or this Agreement (exclusive of those authorizations reserved to the City Commission or regulatory or administrative bodies having jurisdiction over any matter(s) related to the Project, the Services, and/or this Agreement).

1.4 **PROPOSAL DOCUMENTS:** “Proposal Documents” shall mean Request for XXXXXXXXXXXXX No. XXXXXXXXXXXX, entitled “XX” issued by the City in contemplation of this Agreement, together with all amendments thereto (if any), and the Consultant’s proposal in response thereto (Proposal), which is incorporated by reference to this Agreement and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the Agreement shall prevail.

1.5 **CONSULTANT:** The named entity on page 1 of this Agreement, the “Consultant” shall mean the architect/engineer who has entered into a contract with the City to provide the Services described under this Agreement. When the term “Consultant” is used in this Agreement it shall also be deemed to include any officers, employees, sub-consultants, agents, and any other person or entity acting under the supervision, direction, or control of Consultant. Any sub-consultants retained by Consultant for the Project shall be subject to the prior written approval of the City Manager. Consultant shall provide the Project Coordinator with copies of the contract between Consultant and any sub-consultant’s. Any such contracts shall contain provisions that preserve and protect the rights of the City under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the City and sub-consultants. Any approval of a sub-consultant by the City shall not, in any way, shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant, from the

Consultant to City. Payment of sub-consultants shall be the responsibility of the Consultant, and shall not be cause for any increase in compensation to the Consultant for payment of the Basic Services. The quality of services and acceptability to the City of the services performed by such sub-consultants shall be the sole responsibility of Consultant.

The following sub-consultants are hereby approved by the City Manager for the Project:

XXXXXXXXXXXXXXXXXXXXXXXXXX;

XXXXXXXXXXXXXXXXXXXXXXXXXX.

1.6 **PROJECT COORDINATOR:** The "Project Coordinator" shall mean the individual designated in writing by the City Manager who shall be the City's authorized representative to coordinate, direct, and review (on behalf of the City) all matters related to the Project during the design and construction of the Project (unless expressly provided otherwise in this Agreement or the Contract Documents).

1.7 [Intentionally Omitted]

1.8 **BASIC SERVICES:** "Basic Services" shall include those services which Consultant shall perform in accordance with the terms of the Agreement (and as required to complete the Project), as further described in Article 2 and Schedule "A" hereto. In addition any Services not specifically addressed as Additional Services (as defined herein) shall be considered Basic Services.

1.9 **PROJECT:** The "Project" shall mean that certain City capital project that has been approved by the City Commission and is described in Schedule "A" hereto.

1.9.1 **Project Cost:** The "Project Cost", shall mean the estimated total cost of the Project, as prepared and established by the City, including the estimated Construction Cost and Soft Costs. The Project Cost may, from time to time, be revised or adjusted by the City, in its sole discretion, to accommodate approved modifications or changes to the Project or scope of work.

1.9.2 **Project Scope:** The "Project Scope" shall mean the description of the Project in Schedule "A" hereto.

1.10 **CONSTRUCTION COST:** The "Construction Cost" shall mean the sum which is the

actual total cost to the City of the Work (as established in the Contract Documents, as they may be amended from time to time), including a contingency allowance for unforeseen conditions, not to exceed ten percent (10%) of the construction cost for new construction, or twenty percent (20%) of the construction cost for rehabilitation of historic buildings.

For Work not constructed, the Construction Cost shall be the same as the lowest bona fide bid or competitive bid received and accepted from a responsive and responsible bidder or proposer for such Work.

1.10.1 **Construction Cost Budget:** The “Construction Cost Budget” shall mean the amount budgeted by the City for the Construction Cost, as set forth in Schedule “A” hereto.

1.10.2 **Statement Of Probable Construction Cost:** The “Statement of Probable Construction Cost” shall mean the latest approved written estimate of Construction Cost submitted by Consultant to the City, in a format approved by the Project Coordinator.

For Work which bids or proposals have not been let, the Statement of Probable Construction Cost shall be the same as the Construction Cost.

1.11 **FORCE MAJEURE:** “Force Majeure” shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornadoes, floods, loss caused by fire and other similar unavoidable casualties; or by changes in Federal, State or local laws, ordinances, codes or regulations enacted after the date of this Agreement ; or other causes beyond the parties’ control which have, or may be reasonably expected to have, a material adverse effect on the Project, or on the rights and obligations of the parties under this Agreement and which, by the exercise of due diligence, such parties shall not have been able to avoid; provided, however, that inclement weather (except as noted above), the acts or omissions of sub-consultants/sub-contractors, market conditions, labor conditions, construction industry price trends, and similar matters which normally impact on the construction process SHALL NOT be considered a Force Majeure.

If the Consultant is delayed in performing any obligation under this Agreement due to a force majeure, the Consultant shall request a time extension from the Project Coordinator within five (5) business days of said force majeure. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Consultant for extra compensation, unless additional services are required, and approved pursuant to Article 5 hereof.

1.12 **CONTRACTOR:** "Contractor" shall mean the individual or individuals, firm, company, corporation, joint venture, or other entity contracting with City for performance of the Work covered in the Contract Documents.

1.13 **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement (together with all exhibits, addenda, and written amendments issued thereto), and the documents prepared by Consultant in accordance with the requirements of the Scope of Services in Schedule "A" hereto (that form the basis for which the City can receive bids for the Work included in the documents). The Contract Documents shall also include, without limitation (together with all exhibits, addenda, and written amendments issued thereto), the invitation to bid (ITB), instructions to bidders, bid form, bid bond, the Contract for Construction, surety payment and performance bonds, Conditions of the Contract for Construction [General, Supplementary, and other Conditions], Divisions 0-17, Construction Documents, an approved Change Order(s), approved Construction Change Directive(s), and/or approved written order(s) for a minor change in the Work.

1.14 **CONTRACT FOR CONSTRUCTION:** "Contract for Construction" shall mean the legally binding agreement between City and with Contractor for performance of the Work covered in the Contract Documents.

1.15 **CONSTRUCTION DOCUMENTS:** "Construction Documents" shall mean the final plans, technical specifications, drawings, documents, and diagrams prepared by the Consultant pursuant to this Agreement, which show the locations, characters, dimensions and details of the Work to be done, and which are part of the Contract Documents.

1.16 **CONTRACT AMENDMENT:** "Contract Amendment" shall mean a written modification to the Agreement approved by the City (as specified below) and executed between City and Consultant, covering changes, additions, or reductions in the terms of this Agreement including, without limitation, authorizing a change in the Project, or the method and manner of performance thereof, or an adjustment in the fee and/or completion dates.

Contract Amendments shall be approved by the City Commission if they exceed twenty-five thousand dollars (\$25,000.00) or the City Manager if they are twenty-five thousand dollars (\$25,000.00) or less (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended). Even for Contract Amendments for less than twenty-five thousand (\$25,000.00), the City Manager reserves the right to seek and obtain concurrence of the

City Commission for approval of any such Contract Amendment.

1.17 ADDITIONAL SERVICES: “Additional Services” shall mean those services, in addition to the Basic Services in this Agreement, which the Consultant shall perform, at the City’s option, and which have been duly authorized, in writing, by the City Manager or his authorized designee, prior to commencement of same.

1.18 WORK: “Work” shall mean all labor, materials, tools, equipment, services, methods, procedures, etc. necessary or convenient to performance by Contractor of all duties and obligations proposed by the Contract Documents.

1.19 SERVICES: “Services” shall mean all services, work, and actions by the Consultant performed pursuant to or undertaken under this Agreement.

1.20 SOFT COSTS: “Soft Costs” shall mean costs related to the Project other than Construction Cost including, without limitation, Consultant’s Basic Services, Additional Services, surveys, testing, general consultant, financing, and permitting fees, etc.

1.21 BASE BID: “Base Bid” shall mean the elements contained in the Construction Documents recommended by the Consultant (and approved by the City) as being within the Construction Cost Budget. “Base Bid” shall not include Additive Alternates or Deductive Alternates.

1.22 SCOPE OF SERVICES: “Scope of Services” shall include the Project Scope, Basic Services, and any Additional Services (as approved by the City), all as described in Schedule “A” hereto.

1.23 SCHEDULES: “Schedules” shall mean the various schedules attached to this Agreement and referred to as follows:

Schedule A – Scope of Services.

Schedule B – Consultant Compensation.

Schedule C – Consultant Hourly Billing Rate Schedule.

Schedule D – Construction Cost Budget.

Schedule E – Project Schedule.

Schedule F – General Conditions of the Contract for Construction

Schedule G – Insurance Requirements and Sworn Affidavits

Schedule H – Best Value Amendment

ARTICLE 2. BASIC SERVICES

2.1 The Consultant shall provide Basic Services for the Project, as required by the Contract Documents and as set forth in Schedule “A” hereto.

2.2 The Services will be commenced upon issuance of the first Notice to Proceed which shall be issued by the Project Coordinator and counter-signed by Consultant. Subsequent Notices to Proceed shall also be issued by the Project Coordinator.

A separate Notice to Proceed shall be required prior to commencement of each Task (as same are set forth in Schedule “A” hereto).

2.3 As it relates to the Services and the Project, Consultant warrants and represents to City that it is knowledgeable of Federal, State, and local laws codes, rules and regulations applicable in the jurisdiction(s) in which the Project is located, including, without limitation, applicable Florida Statutes, and State of Florida codes, rules and regulations, and local (City of Miami Beach and Miami-Dade County) ordinances, codes, and rules and regulations (collectively, “Applicable Laws”). As they relate to the Services and to the Project, the Consultant agrees to comply with all such Applicable Laws, whether now in effect or as may be amended or adopted from time to time, and shall further take into account all known pending changes to the foregoing of which it should reasonably be aware.

Recognizing that the construction of other projects within the City may affect scheduling of the construction for the Project, the Consultant shall diligently coordinate performance of the Services with the City (through the Project Coordinator) in order to provide for the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others. The Consultant shall coordinate the Services with all of its sub-consultants, as well as other consultants, including, without limitation, City provided consultants (if any).

2.4 The Consultant warrants and represents to City that all of the Services required under this Agreement shall be performed in accordance with the standard of care normally exercised in the design of comparable projects in South Florida. Consultant warrants and represents to the City that it is experienced, fully qualified, and properly licensed (pursuant to Applicable Laws) to

perform the Services. Consultant warrants and represents to City that it is responsible for the technical accuracy of the Services (including, without limitation, the Design Documents contemplated in Schedule "A" hereto).

2.5 The Consultant's Basic Services shall consist of five (5) Tasks (inclusive of planning, design, bidding/award, construction administration, and Additional Services [as may be approved]), all as further described in Schedule "A" hereto; and shall also include any and all of Consultant's responsibilities and obligations with respect to the Project, as set forth in the General Conditions of the Contract for Construction (attached as **Schedule "F"** hereto).

2.5.1 **Planning Services:**

Consultant shall provide planning services for the Project, as required by the Contract Documents and as set forth in Task 1 of Schedule "A" hereto (entitled "Planning Services").

2.5.2 **Design Services:**

Consultant shall prepare Design Documents for the Project, as required by the Contract Documents and as set forth in Task 2 of Schedule "A" hereto (entitled "Design Services")

2.5.3 **Bidding And Award Services:**

Consultant shall provide bidding and award services for the Project, as required by the Contract Documents and as set forth in Task 3 of Schedule "A" hereto (entitled "Bidding and Award Services").

2.5.4 **Construction Administration Services:**

Consultant shall provide construction administration services for the Project, as required by the Contract Documents and as set forth in Task 4 of Schedule "A" hereto (entitled "Construction Administration Services").

2.5.5 **Additional Services:**

If required (and so approved) by the City, Consultant shall provide Additional Services, as set forth in Task 5 of Schedule "A" hereto.

2.6 **RESPONSIBILITY FOR CLAIMS AND LIABILITIES:** Written decisions and/or approvals issued by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant (or of any of its officers, employees, sub-consultants, agents, and/or servants), for

the accuracy and competency of its/their designs, working drawings, plans, technical specifications, or other technical documents, nor shall such approval and/or decisions be deemed to be an assumption of such responsibility by the City for a defect, error or omission in designs, working drawings, plans, technical specifications, or other technical documents; provided, however, that the Consultant shall be entitled to reasonably rely upon the accuracy and validity of written decisions and approvals furnished by the City pursuant to this Agreement.

2.7 TIME: It is understood that time is of the essence in the completion of the Project and, in this respect, the parties agree as follows:

2.7.1 Term: The term of this Agreement shall commence upon execution by the parties (subject to approval of the Agreement by the Mayor and City Commission) (the Effective Date), and shall be in effect until all Services are completed or until the work and/or services under the Notices to Proceed in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

2.7.2 The Consultant shall perform the Services as expeditiously as is consistent with the standard of professional skill and care required by this Agreement, and the orderly progress of the Work.

2.7.3 The Services shall be performed in a manner that shall conform with the approved Project Schedule, attached to as **Schedule "E"** hereto. The Consultant may submit requests for an adjustment to the Project Schedule, if made necessary because of undue delays resulting from untimely review taken by the City (or other governmental authorities having jurisdiction over the Project) to approve the Consultant's submissions, or any other portion of the Services requiring approval by the City (or other governmental authorities having jurisdiction over the Project). Consultant shall immediately provide the Project Coordinator with written notice stating the reason for the particular delay; the requested adjustment (i.e. extension) to the Project Schedule; and a revised anticipated schedule of completion. Upon receipt and review of Consultant's request (and such other documentation as the Project Coordinator may require), the Project Coordinator may grant a reasonable extension of time for completion of the particular work involved, and authorize that the appropriate adjustment be made to the Project Schedule. The Project Coordinator's approval (if granted) shall be in writing.

2.7.4 Nothing in this Section 2.7 shall prevent the City from exercising its rights to terminate the Agreement, as provided elsewhere herein.

2.8 Consultant shall use its best efforts to maintain a constructive, professional, cooperative working relationship with the Project Coordinator, Contractor, and any and all other individuals and/or firms that have been contracted, or otherwise retained, to perform work on the Project.

2.9 The Consultant shall perform its duties under this Agreement in a competent, timely and professional manner, and shall be responsible to the City for any failure in its performance, except to the extent that acts or omissions by the City make such performance impossible.

The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by sub-consultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and shall represent to City that the work conforms to City's requirements, as set forth in the Agreement. The Consultant shall be and remain liable to the City for all damages to the City caused by the Consultant's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the City may have, the Consultant shall, at its expense, re-perform all or any portion of the Services to correct any deficiencies which result from the Consultant's failure to perform in accordance with the above standards. The Consultant shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant services for a period from the Effective Date of this Agreement, until twelve (12) months following final acceptance of the Work, and for the period of design liability required by applicable law. The Project Coordinator shall notify the Consultant, in writing, of any deficiencies and shall approve the method and timing of the corrections. Neither the City's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant (or any sub-consultant) of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the City's rights under the Agreement, or of any cause of action arising out of the performance of the Agreement. The Consultant and its sub-consultants shall be and remain liable to the City in accordance with Applicable Laws for all damages to City caused by any failure of the Consultant or its sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant or any sub-consultants' misconduct,

unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by sub-consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of the sub-consultant's work.

2.9.1 The Consultant shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

2.9.2 **Consultant Performance Evaluation:** The Consultant is advised that a performance evaluation of the work rendered throughout this Agreement will be completed by the City and kept in the City's files for evaluation of future solicitations.

2.10 The City shall have the right, at any time, in its sole and absolute discretion, to submit for review to other consultants (engaged by the City at its expense) any or all parts of the Services and the Consultant shall fully cooperate in such review(s). Whenever others are required to verify, review, or consider any work performed by Consultant (including, without limitation, contractors, other design professionals, and/or other consultants retained by the City), the intent of such requirement is to enable the Consultant to receive input from others' professional expertise to identify any discrepancies, errors or omissions that are inconsistent with industry standards for design or construction of comparable projects; or which are inconsistent with Applicable Laws; or which are inconsistent with standards, decisions or approvals provided by the City under this Agreement. Consultant will use reasonable care and skill, in accordance and consistent with customary professional standards, in responding to items identified by other reviewers in accordance with this subsection. Consultant shall receive comments from reviewers, in writing, including, without limitation (and where applicable), via a set of marked-up drawings and specifications. Consultant shall address comments forwarded to it in a timely manner. The term "timely" shall be defined to mean as soon as possible under the circumstances, taking into account the timelines of the Project Schedule.

2.11 [Intentionally Omitted]

2.12 Consultant agrees that when any portion of the Services relates to a professional service which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice and/or perform such Service(s), it shall employ and/or retain only qualified

duly licensed certified personnel to provide same.

2.13 Consultant agrees to designate, in writing, within five (5) calendar days after issuance of the first Notice to Proceed, a qualified licensed professional to serve as its project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the Services. Consultant's Project Manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be the Project Coordinator). Replacement (including reassignment) of an approved Project Manager shall not be made without the prior written approval of the City Manager or his designee (i.e. the Project Coordinator).

2.13.1 Consultant agrees, within fourteen (14) calendar days of receipt of written notice from the City Manager or his designee (which notice shall state the cause therefore), to promptly remove and replace a Project Manager, or any other personnel employed or otherwise retained by Consultant for the Project (including, without limitation, any sub-consultants).

2.14 Consultant agrees not to divulge, furnish or make available to any third party(ies), any non-public information concerning the Services or the Project, without the prior written consent of the City Manager or his designee (who shall be the Project Coordinator), unless such disclosure is incident to the proper performance of the Services; or the disclosure is required pursuant to Florida Public Records laws; or, in the course of judicial proceedings, where such information has been properly subpoenaed. Consultant shall also require its employees and sub-consultants to comply with this subsection.

2.15 The City and Consultant acknowledge that the Services do not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of performing of the Services, Consultant determines that work should be performed to complete the Project which is, in the Consultant's reasonable opinion, outside the level of effort originally anticipated in the Scope of Services, Consultant shall promptly notify the Project Coordinator, in writing, and shall obtain the Project Coordinator's written consent before proceeding with such work. If Consultant proceeds with any such additional work without obtaining the prior written consent of the Project Coordinator, said work shall be deemed to be within the original Scope of Services, and deemed included as a Basic Service (whether or not specifically addressed in the Scope of Services). Mere notice by Consultant to the Project

Coordinator shall not constitute authorization or approval by the City to perform such work. Performance of any such work by Consultant without the prior written consent of the Project Coordinator shall be undertaken at Consultant's sole risk and liability.

2.16 Consultant shall establish, maintain, and categorize any and all Project documents and records pertinent to the Services and shall provide the City, upon request, with copies of any and all such documents and/or records. In addition, Consultant shall provide electronic document files to the City upon completion of the Project.

2.17 The City's participation in the design and construction of the Project shall in no way be deemed to relieve the Consultant of its professional duties and responsibilities under the Contract Documents or under Applicable Laws.

2.18 GREEN BUILDING STANDARDS:

The Consultant shall comply with the requirements of Section 255.2575, Florida Statutes, and Chapter 100 of the City Code, as both may be amended from time to time, addressing applicable Leadership in Energy and Environmental Design (LEED) compliance requirements.

2.19 SUB-CONSULTANTS: All services provided by sub-consultants shall be consistent with those commitments made by the Consultant in its Proposal and during the competitive solicitation selection process and interview. Such services shall be undertaken and performed pursuant to appropriate written agreements between the Consultant and the sub-consultants, which shall contain provisions that preserve and protect the rights of the City under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the City and the sub-consultants.

The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant. The Consultant shall cause the names of sub-consultants responsible for significant portions of the Services to be inserted on the plans and specifications.

ARTICLE 3. THE CITY'S RESPONSIBILITIES

3.1 The City Manager shall designate a Project Coordinator, in writing, who shall be the City's authorized representative to coordinate, direct, and review all matters related to this Agreement and the Project during the design and construction of same (except unless otherwise expressly provided in this Agreement or the Contract Documents). The Project Coordinator shall be authorized (without limitation) to transmit instructions, receive information, and interpret and define City policies and decisions with respect to the Services and the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to Consultant that would have the affect (or be interpreted as having the effect) of modifying or changing, (in any way) the following:

- a) the Scope of Services;
- b) the time within which Consultant is obligated to commence and complete the Services;
or
- c) the amount of compensation the City is obligated or committed to pay Consultant.

3.2 The City shall make available to Consultant all information that the City has in its possession pertinent to the Project. Consultant hereby agrees and acknowledges that, in making any such information available to Consultant, the City makes no express or implied certification, warranty, and/or representation as to the accuracy or completeness of such information. The Consultant understands, and hereby agrees and acknowledges, that it is obligated to verify to the extent it deems necessary all information furnished by the City, and that it is solely responsible for the accuracy and applicability of all such information used by Consultant. Such verification shall include, without limitation, visual examination of existing conditions in all locations encompassed by the Project, where such examination can be made without using destructive measures (i.e. excavation or demolition). Survey information shall be spot checked to the extent that Consultant has satisfied itself as to the reliability of the information.

3.3 [Intentionally Omitted]

3.4 At any time, in his/her sole discretion, the City Manager may furnish accounting, and insurance counseling services for the Project (including, without limitation, auditing services to verify the Consultant's applications for payment, or to ascertain that Consultant has properly remitted payment due to its sub-consultants or vendors).

3.5 If the City observes or otherwise becomes aware of any fault or defect in the Project, or

non-conformance with the Contract Documents, the City, through the Project Coordinator, shall give prompt written notice thereof to the Consultant.

3.6 The City, acting in its proprietary capacity as Owner and not in its regulatory capacity, shall render any administrative approvals and decisions required under this Agreement, in writing, as reasonably expeditious for the orderly progress of the Services and of the Work. No City administrative (proprietary) approvals and/or decisions required under this Agreement shall be unreasonably conditioned, withheld, or delayed; provided, however, that the City shall at all times have the right to approve or reject any such requests for any reasonable basis.

3.7 The City Commission shall be the final authority to do or to approve the following actions or conduct, by passage of an enabling resolution or amendment to this Agreement:

3.7.1 Except where otherwise expressly noted in the Agreement or the Contract Documents, the City Commission shall be the body to consider, comment upon, or approve any amendments or modifications to this Agreement.

3.7.2 The City Commission shall be the body to consider, comment upon, or approve any assignment, sale, transfer or subletting of this Agreement. Assignment and transfer shall be defined to also include sale of the majority of the stock of a corporate consultant.

3.7.3 Upon written request from Consultant, the City Commission shall hear appeals from administrative decisions of the City Manager or the Project Coordinator. In such cases, the Commission's decision shall be final and binding upon all parties.

3.7.4 The City Commission shall approve or consider all Contract Amendments that exceed the sum of twenty five thousand dollars (\$25,000.00) (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended).

3.8 Except where otherwise expressly noted in this Agreement, the City Manager shall serve as the City's primary representative to whom administrative (proprietary) requests for decisions and approvals required hereunder by the City shall be made. Except where otherwise expressly noted in this Agreement or the Contract Documents, the City Manager shall issue decisions and authorizations which may include, without limitation, proprietary review, approval, or comment upon the schedules, plans, reports, estimates, contracts, and other documents submitted to the City by Consultant.

3.8.1 The City Manager shall have prior review and approval of the Project Manager (and any replacements) and of any sub-consultants (and any replacements).

3.8.2 The City Manager shall decide, and render administrative (proprietary) decisions on matters arising pursuant to this Agreement which are not otherwise expressly provided for in this Agreement. In his/her discretion, the City Manager may also consult with the City Commission on such matters.

3.8.3 At the request of Consultant, the City Manager shall be authorized, but not required, to reallocate monies already budgeted toward payment of the Consultant; provided, however, that the Consultant's compensation (or other budgets established by this Agreement) may not be increased without the prior approval of the City Commission, which approval (if granted at all) shall be in its sole and reasonable discretion.

3.8.4 [Intentionally Omitted]

3.8.5 The City Manager may approve Contract Amendments which do not exceed the sum of twenty five thousand dollars (\$25,000.00) (or other such amount as may be specified by the City of Miami Beach Purchasing Ordinance, as amended); provided that no such amendments increase any of the budgets established by this Agreement.

3.8.6 The City Manager may, in his/her sole discretion, form a committee or committees, or inquire of, or consult with, persons for the purpose of receiving advice and recommendations relating to the exercise of the City's powers, duties, and responsibilities under this Agreement or the Contract Documents.

3.8.7 The City Manager shall be the City Commission's authorized representative with regard to acting on behalf of the City in the event of issuing any default notice(s) under this Agreement, and, should such default remain uncured, in terminating the Agreement (pursuant to and in accordance with Article 10 hereof).

ARTICLE 4. RESPONSIBILITY FOR CONSTRUCTION COST

4.1 The City has established the Construction Cost Budget for the Project, as set forth in Schedule "D", attached hereto.

4.2 Consultant shall certify and warrant to the City all estimates of Construction Cost prepared by Consultant.

4.3 Consultant shall warrant and represent to the City that its review and evaluation of the Construction Cost Budget, Statement of Probable Construction Cost, and any other cost estimates prepared (or otherwise provided) by Consultant for the Project, represent Consultant's best judgment as an experienced design professional familiar with the construction industry; provided, however, that Consultant cannot (and does not) guarantee that bids or negotiated prices will not vary from any estimates of Construction Cost or other cost evaluation(s) prepared (or otherwise provided) by Consultant.

4.4 The Construction Cost Budget (as established in **Schedule "D"** hereto) shall not be exceeded without fully justifiable, extraordinary, and unforeseen circumstances (such as Force Majeure) which are beyond the control of the parties. Any expenditure above this amount shall be subject to prior City Commission approval which, if granted at all, shall be at the sole and reasonable discretion of the City Commission. The City Commission shall have no obligation to approve an increase in the Construction Cost Budget and, if such budget is exceeded, the City Commission may, at its sole and reasonable discretion, terminate this Agreement (and the remaining Services) without any further liability to the City.

4.5 If the lowest and best base bid exceeds the Construction Cost Budget by more than five percent (5%), the City Commission may, at its sole option and discretion, elect any of the following options: (1) approve an increase to the Construction Cost Budget; (2) reject all bids, and (at its option) authorize rebidding of the Project; (3) abandon the Project and terminate the remaining Services without any further liability to the City; (4) select as many Deductive Alternatives as may be necessary to bring the lowest and best bid within the Construction Cost Budget; or (5) work with the Consultant to reduce the Project Scope, construction schedule, sequence of Work, or such other action, as deemed necessary, to reduce the Construction Cost Budget. In the event the City elects to reduce the Project Scope, the Consultant shall provide any required revisions to the Contract Documents (including, without limitation, the Construction Documents), and provide re-bidding services, as many times as reasonably requested by the

City, **at no additional cost to the City**, in order to bring any resulting, responsive and responsible bids within five percent (5%) of the Construction Cost Budget.

ARTICLE 5. ADDITIONAL SERVICES

5.1 Additional Services shall only be performed by Consultant following receipt of written authorization by the Project Coordinator (which authorization must be obtained prior to commencement of any such additional work by Consultant). The written authorization shall contain a description of the Additional Services required; an hourly fee (in accordance with the rates in Schedule "C" hereto), with a "Not to Exceed" amount; Reimbursable Expenses (if any) with a "Not to Exceed" amount; the amended Construction Cost Budget (if applicable); the time required to complete the Additional Services; and an amended Project Schedule (if applicable). "Not to Exceed" shall mean the maximum cumulative hourly fees allowable (or, in the case of Reimbursable Expenses, the maximum cumulative expenses allowable), which the Consultant shall not exceed without further written authorization of the Project Coordinator. The "Not to Exceed" amount is not a guaranteed maximum cost for the additional work requested (or, in the case of Reimbursables, for the expenses), and all costs applicable to same shall be verifiable through time sheets (and, for Reimbursables, expense reviews).

5.2 Additional Services may include, but not be limited to, the following:

5.2.1 Providing additional work relative to the Project which arises from subsequent circumstances and causes which do not currently exist, or which are not contemplated by the parties at the time of execution of this Agreement (excluding circumstances and causes resulting from error, omission, inadvertence, or negligence of Consultant).

5.2.2 Serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, unless the subject matter at issue has arisen from the error omission, inadvertence, or negligence of Consultant.

5.2.3 [Intentionally Omitted]

5.2.4 Assistance in connection with bid protests, re-bidding, or re-negotiating contracts (except for Contract Document revisions and re-bidding services required under Section 4.5 hereof, which shall be provided at no additional cost to City).

ARTICLE 6. REIMBURSABLE EXPENSES

6.1 Reimbursable Expenses are an allowance set aside by the City and shall include actual expenditures made by the Consultant in the interest of the Project. The Reimbursable Expenses allowance, as specified in **Schedule “B”** hereto, belongs to, and shall be controlled by, the City. Any money not directed to be used by City for Reimbursable Expenses shall remain with the City (i.e. unused portions will not be paid to Consultant).

Notwithstanding the above, any Reimbursable Expenses in excess of \$500 must be authorized, in advance, in writing, by the Project Coordinator. Invoices or vouchers for Reimbursable Expenses shall be submitted to the Project Coordinator (along with any supporting receipts and other back-up material requested by the Project Coordinator). Consultant shall certify as to each such invoice and/or voucher that the amounts and items claimed as reimbursable are “true and correct and in accordance with the Agreement.”

6.2 Reimbursable Expenses may include, but not be limited to, the following:

6.2.1 Cost of reproduction, courier, and postage and handling of drawings, plans, specifications, and other Project documents (excluding reproductions for the office use of the Consultant and its sub-consultants, and courier, postage and handling costs between the Consultant and its sub-consultants).

6.2.2 Costs for reproduction and preparation of graphics for community workshops.

6.2.3 Permit fees required by City of Miami Beach regulatory bodies having jurisdiction over the Project (i.e. City permit fees).

ARTICLE 7. COMPENSATION FOR SERVICES

7.1 Consultant’s “Not to Exceed” fee for provision of the Services shall be XXXXXXXX, with a Reimbursable Expenses allowance of XXXXXXXX.

7.2 Payments for Services shall be made within forty-five (45) calendar days of receipt and approval of an acceptable invoice by the Project Coordinator. Payments shall be made in proportion to the Services satisfactorily performed, so that the payments for Services never

exceed the progress percentage noted in the Consultant's Progress Schedule (to be submitted with each invoice). No mark-up shall be allowed on subcontracted work.

7.3 Approved Additional Services shall be compensated in accordance with the hourly rates set forth in Schedule "C," attached hereto. Any request for payment of Additional Services shall be included with a Consultant payment request. No mark-up shall be allowed on Additional Services (whether sub-contracted or not).

7.4 Approved Reimbursable Expenses shall be paid in accordance with Article 6 hereto, up to the "Not to Exceed" Reimbursable allowance amount in Schedule "B" hereto. Any request for payment of Reimbursable Expenses shall also be included with Consultant's payment request. No mark-up shall be allowed on Reimbursable Expenses.

7.5 **ESCALATION:** During the Term of this Agreement, the City may, by written directive approved and executed by the City Manager, adjust the fees included in the Hourly Billing Rate Schedule in Schedule "C" hereto, to reflect the change in the Consumer Price Index (CPI) on a year to year basis. Such adjustment will be based on the cumulative change of the CPI for the Miami urban area, provided that in no event shall any the annual increase exceed three percent (3%).

7.6 No retainage shall be made from the Consultant's compensation on account of sums withheld by the City on payments to Contractor.

7.7 **METHOD OF BILLING AND PAYMENT.** Consultant shall invoice the Project Coordinator in a timely manner, but no more than once on a monthly basis. Invoices shall identify the nature and extent of the work performed; the total hours of work performed by employee category; and the respective hourly billing rate associated therewith. In the event sub-consultant work is used, the percentage of completion shall be identified. Invoices shall also itemize and summarize any Additional Services and/or Reimbursable Expenses. A copy of the written approval of the Project Coordinator for the requested Additional Service(s) or Reimbursable Expense(s) shall accompany the invoice.

7.7.1 If requested, Consultant shall provide back-up for past and current invoices that records hours for all work (by employee category), and cost itemizations for Reimbursable Expenses (by category).

7.7 .2 The City shall pay Consultant within forty-five (45) calendar days from receipt and approval of an acceptable invoice by the Project Coordinator.

7.7.3 Upon completion of the Services, Consultant's final payment shall require the prior written approval of the City Manager before disbursement of same.

ARTICLE 8. CONSULTANT'S ACCOUNTING AND OTHER RECORDS

8.1 All books, records (whether financial or otherwise), correspondence, technical documents, and any other records or documents related to the Services and/or Project will be available for examination and audit by the City Manager, or his/her authorized representatives, at Consultant's office (at the address designated in Article 15 ["Notices"]), during customary business hours. All such records shall be kept at least for a period of three (3) years after Consultant's completion of the Services. Incomplete or incorrect entries in such records and accounts relating personnel services and expenses may be grounds for City's disallowance of any fees or expenses based upon such entries. Consultant shall also bind its sub-consultants to the requirements of this Article and ensure compliance therewith

ARTICLE 9. OWNERSHIP OF PROJECT DOCUMENTS

9.1 All notes, correspondence, documents, plans and specifications, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents (whether completed or partially completed) and copyrights thereto for Services performed or produced in the performance of this Agreement, or related to the Project, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the City. Consultant shall deliver all such documents to the Project Coordinator within thirty (30) days of completion of the Services (or within thirty (30) days of expiration or earlier termination of this Agreement as the case may be). However, the City may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the City Manager in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from the City Manager. The Consultant shall warrant to the City that it has been granted a license to use and reproduce any standard details and designs owned by a third party and used

or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

g)

g) 9.2 The Consultant is permitted to reproduce copyrighted material described above subject to prior written approval of the City Manager.

g)

g) 9.3 At the City's option, the Consultant may be authorized, as an Additional Service, to adapt copyrighted material for additional or other work for the City; however, payment to the Consultant for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

g)

g) 9.4 The City shall have the right to modify the Project or any components thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.

g)

9.5 The Consultant shall bind all sub-consultants to the Agreement requirements for re-use of plans and specifications.

ARTICLE 10. TERMINATION OF AGREEMENT

10.1 **TERMINATION FOR LACK OF FUNDS:** The City is a governmental entity and is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement. In the event there is a lack of adequate funding either for the Services or the Project (or both), the City may terminate this Agreement without further liability to the City.

10.2 **TERMINATION FOR CAUSE:** The City, through the City Manager, may terminate this Agreement for cause, upon written notice to Consultant, in the event that the Consultant (1) violates any provision of this Agreement or performs same in bad faith; (2) unreasonably delays the performance of the Services or any portion thereof; or (3) does not perform the Services or any portion thereof in a timely and satisfactory manner. In the case of termination for cause by the City, the Consultant shall first be granted a thirty (30) day cure period (commencing upon receipt of the initial written notice of default from the City).

10.2.1 In the event this Agreement is terminated for cause by the City, the City, at

its sole option and discretion, may take over the remaining Services and complete them by contracting with another consultant(s), or otherwise. The Consultant shall be liable to the City for any additional cost(s) incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of the Services, and the cost of completion of such Services had the Agreement not been terminated.

10.2.2 In the event of termination for cause by the City, the City shall only be obligated to pay Consultant for those Services satisfactorily performed and accepted prior to the date of termination (as such date is set forth in, or can be calculated from, the City's initial written default notice). Upon payment of any amount which may be due to Consultant pursuant to this subsection 10.2.2, the City shall have no further liability to Consultant.

10.2.3 As a condition precedent to release of any payment which may be due to Consultant under subsection 10.2.2, the Consultant shall promptly assemble and deliver to the Project Coordinator any and all Project documents prepared (or caused to be prepared) by Consultant(including, without limitation, those referenced in subsection 9.1 hereof). The City shall not be responsible for any cost incurred by Consultant for assembly, copy, and/or delivery of Project documents pursuant to this subsection.

10.3 TERMINATION FOR CONVENIENCE: In addition to the City's right to terminate for cause, the City through the City Manager, may also terminate this Agreement, upon fourteen (14) days prior written notice to Consultant, for convenience, without cause, and without penalty, when (in its sole discretion) it deems such termination to be in the best interest of the City. In the event the City terminates the Agreement for convenience, Consultant shall be compensated for all Services satisfactorily performed and accepted up to the termination date (as set forth in the City's written notice), and for Consultant's costs in assembly and delivery to the Project Coordinator of the Project documents (referenced in subsection 10.2.3 above). Upon payment of any amount which may be due to Consultant pursuant this subsection 10.3, the City shall have no further liability to Consultant.

10.4 TERMINATION BY CONSULTANT: The Consultant may only terminate this Agreement for cause, upon thirty (30) days prior written notice to the City, in the event that the City willfully violates any provisions of this Agreement or unreasonably delays payment of the Services or any portion thereof. In the event of a termination for cause by Consultant, the City shall pay Consultant for any Services satisfactorily performed and accepted up to the date of termination;

provided, however, that the City shall first be granted a thirty (30) day cure period (commencing upon receipt of Consultant's initial written notice).

10.4.1 The Consultant shall have no right to terminate this Agreement for convenience.

10.5 **IMPLEMENTATION OF TERMINATION:** In the event of termination (whether for cause or for convenience), the Consultant shall immediately, upon receipt of the City's written notice of termination: (1) stop the performance of Services; (2) place no further orders or issue any other subcontracts, except for those which may have already been approved, in writing, by the Project Coordinator; (3) terminate all existing orders and subcontracts; and (4) promptly assemble all Project documents (for delivery to the Project Coordinator).

ARTICLE 11. INSURANCE

11.1 At all times during the Term of this Agreement, Consultant shall maintain the following required insurance coverage in full force and effect. The Consultant shall not commence any work until satisfactory proof of all required insurance coverage has been furnished to the Project Coordinator:

(a) Professional Liability Insurance, in the amount of one million dollars (\$1,000,000.00), per occurrence, with a maximum deductible of \$150,000 per occurrence, \$450,000 aggregate. Consultant shall notify the Project Coordinator, in writing, within thirty (30) days of any claims filed or made against its Professional Liability Insurance policy.

(b) Comprehensive General Liability Insurance, in the amount of one million dollars (\$1,000,000.00), Single Limit Bodily Injury and Property Damage coverage, for each occurrence, which shall include products, completed operations, and contractual liability coverage. The City of Miami Beach, Florida must be named as an additional insured on this policy.

(c) Worker's Compensation and Employer's Liability coverage within the statutory limits required under Florida law.

11.2 The Consultant must give the Project Coordinator at least thirty (30) days prior written notice of cancellation or of substantial modifications in any required insurance coverage. All certificates and endorsements shall contain this requirement.

11.3 The insurance must be furnished by an insurance company rated B+ or better, or its equivalent, according to Best's Guide Rating Book, and by insurance companies duly authorized to do business in the State of Florida, and countersigned by the company's Florida resident agent.

11.4 Consultant shall provide the Project Coordinator with a certificate of insurance of all required insurance policies. The City reserves the right to require a certified copy of such policies, upon written request to Consultant.

ARTICLE 12. INDEMNIFICATION AND HOLD HARMLESS

12.1 Pursuant to Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

The Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit its responsibility to indemnify, keep, and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

12.2 The Consultant agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of the Consultant in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor, or other acts of the Consultant, the City in no way assumes or shares any responsibility or liability of the Consultant (including, without limitation its sub-consultants and/or any registered professionals (architects and/or engineers) under this Agreement).

ARTICLE 13. ERRORS AND OMISSIONS

13.1 **ERRORS AND OMISSIONS:** It is specifically agreed that any construction changes categorized by the City as caused by an error, an omission, or any combination thereof in the Contract Documents that were prepared by the Consultant will constitute an additional cost to the City that would not have been incurred without the error. The damages to the City for errors, omissions or any combinations thereof shall be calculated as the total cost of any damages or incremental costs to the City resulting out of the errors or omissions by the Consultant.

Damages shall include delay damages caused by the error, omission, or any combination thereof. Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal this determination, in writing, to the City's Capital Improvement Projects Director (the Director). The Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Director, the Consultant shall present any such objections, in writing, to the City Manager. The Director and the Consultant shall abide by the decision of the City Manager. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction after the above administrative remedies have been exhausted.

ARTICLE 14. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the "not to exceed" amount of the fee paid to Consultant under this Agreement, less any amount(s) actually paid to Consultant hereunder. Consultant hereby expresses its willingness to enter into this Agreement, with Consultant's recovery from the City for any damages for action for breach of contract to be limited to Consultant's "not to exceed" fee under this Agreement, less any amount(s) actually paid by the City to the Consultant hereunder.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for money damages due to an alleged breach by the City of this Agreement, in an amount in excess of the "not to exceed

amount” of Consultant’s fees under this Agreement, which amount shall be reduced by any amount(s) actually paid by the City to Consultant hereunder.

Nothing contained in this subsection, or elsewhere in this Agreement, is in any way intended to be a waiver of the limitation placed upon City’s liability, as set forth in Section 768.28, Florida Statutes.

ARTICLE 15. NOTICE

All written notices given to City by Consultant shall be addressed to:

City Manager’s Office
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: XXXXXXXXXXXXXXX

With a copy to:
Capital Improvement Projects Office
City of Miami Beach
1700 Convention Center Drive

Miami Beach, Florida 33139
Attn: XXXXXXXXXXXXXXX

All written notices given to the Consultant from the City shall be addressed to:

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
Attn: XXXXXXXXXXXXXXX

All notices mailed to either party shall be deemed to be sufficiently transmitted if sent by certified mail, return receipt requested.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1 **VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, in federal court. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

16.2 **EQUAL OPPORTUNITY EMPLOYMENT GOALS:** Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status, or age, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status, or age.

16.3 **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who is a consultant, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not bid on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or subconsultant under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. For violation of this subsection by Consultant, City shall have the right to terminate the Agreement without any liability to City, and pursue debarment of Consultant

16.4 **NO CONTINGENT FEE:** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the

award or making of this Agreement. For the breach or violation of this subsection, City shall have the right to terminate the Agreement, without any liability or, at its discretion, to deduct from the contract price (or otherwise recover) the full amount of such fee, commission, percentage, gift, or consideration.

16.5 LAWS AND REGULATIONS:

16.5.1 The Consultant shall, during the Term of this Agreement, be governed by Federal, State, Miami-Dade County, and City laws, ordinances, and codes which may have a bearing on the Services involved in the Project.

16.5.2 Project Documents. In accordance with Section 119.07 (3) (ee), Florida Statutes, entitled "Inspection, Examination, and Duplication of Records; Exemptions," all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of Section 119.07(1), Florida Statutes (inspection and copying of public records), and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior written approval from the City Manager, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

16.5.2.1 In addition to the requirements in this subsection 16.5.2, the Consultant agrees to abide by all applicable Federal, State, and City procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to, each employee of Consultant and sub-consultants that will be involved in the Project being required to sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the City Manager, in writing.

16.5.2.2 The Consultant and its sub-consultants agree in writing that the Project documents are to be kept and maintained in a secure location.

16.5.2.3 Each set of the Project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

16.5.2.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

16.6 **CORRECTIONS TO CONTRACT DOCUMENTS:** The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Contract Documents prepared by Consultant, including documents prepared by its sub-consultants. Compliance with this subsection shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

16.7 **WARRANTY:** The Consultant warrants that the Services furnished to the City under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to the design and construction of public and commercial facilities.

16.8 **NON-EXCLUSIVITY:** Notwithstanding any provision of this non-exclusive Agreement, the City is not precluded from retaining or utilizing any other architect, engineer, design professional or other consultant to perform any incidental Basic Services, Additional Services, or other professional services within the contract limits defined in the Agreement. The Consultant shall have no claim against the City as a result of the City electing to retain or utilize such other architect, engineer, design professional, or other consultant to perform any such incidental Services.

g) 16.9 **ASSIGNMENT:** The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association or corporation, in whole or in part, without the prior written consent of the City Commission, which consent, if given at all, shall be at the Commission's sole option and discretion. However, the Consultant will be permitted to cause portions of the Services to be performed by sub-consultants, subject to the prior written approval of the City Manager.

g)

16.10 **SUCCESSORS AND ASSIGNS:** The Consultant and the City each binds himself/herself, his/her partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the City (through the City Commission) the opportunity to approve or reject all proposed assignees, successors or other

changes in the ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

16.11 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES: In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, sub-consultants, and other purchased services, etc., as necessary to complete said Services.

16.12 INTENT OF AGREEMENT:

g) 16.12.1 The intent of the Agreement is for the Consultant to provide design services, and to include all necessary items for the proper completion of such services for a fully functional Project which, when constructed in accordance with the design, will be able to be used by the City for its intended purpose. The Consultant shall perform, as Basic Services, such incidental work which may not be specifically referenced, as necessary to complete the Project.

g) 16.12.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

16.12.3 No acceptance, order, payment, or certificate of or by the City, or its employees or agents, shall either stop the City from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the City or of any rights to damages herein provided.

16.13 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless memorialized in written document approval and executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their names by their duly authorized officers and principals, attested by their respective witnesses and City Clerk on the day and year first hereinabove written.

Attest

CITY OF MIAMI BEACH:

CITY CLERK

MAYOR

CONSULTANT: XXXXXXXXXXXXXXXX

Attest

Signature/Secretary

Signature/President

Print Name

Print Name

SCHEDULE A

SCOPE OF SERVICES